

Staff Summary Report

Council Meeting Date: 12/12/02

Agenda Item Number: 19

SUBJECT: Request authorization of an Intergovernmental Agreement (IGA) and licenses for the operation and maintenance of a new 72" waterline requested by the City of Phoenix for the replacement of an existing 72" waterline located on and across the Regatta Pointe Condominiums.

DOCUMENT NAME: (20021212PWDR12) CITY OF PHOENIX INTERGOVERNMENTAL AGREEMENT AND LICENSE AGREEMENTS (0904-02)

SUPPORTING DOCS: Yes

COMMENTS: The City of Phoenix wants to relocate the waterline on City of Tempe fee property and the adjoining Rio Salado Parkway right of way for the purposes of better access in case of repair, and to widen the area allowed for the maintenance of the new waterline. The IGA contains other terms regarding the abandonment of prior easements and certain property rights granted by the City of Tempe to the City of Phoenix. Costs of this relocation will be borne by the City of Phoenix and the developer of Regatta Pointe Condominiums.

PREPARED BY: JAMES R. CRISTEA, ENGINEERING MANAGER-LAND SERVICES (x8417)

REVIEWED BY: ANDY GOH, ACTING DEPUTY PW MANAGER/CITY ENGINEER (x8896)

LEGAL REVIEW BY: RON DUNHAM, ASSISTANT CITY ATTORNEY (x8814)

FISCAL NOTE: N/A

RECOMMENDATION: That the City Council authorize the Mayor to sign the Intergovernmental Agreement and License Agreements.

COPY

AGREEMENT NO.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PHOENIX AND
THE CITY OF TEMPE PERTAINING TO THE RELOCATION
OF THE VAL VISTA TRANSMISSION MAIN AROUND
THE REGATTA POINTE CONDOMINIUMS

1.0 PARTIES: The Parties to this Agreement are the City of Phoenix, a municipal corporation of the State of Arizona (hereinafter called "Phoenix") and the City of Tempe, a municipal corporation of the State of Arizona, (hereinafter called "Tempe").

2.0 RECITALS: This Agreement is made with reference to the following facts, among others:

2.1 Tempe has approved a development known as the Regatta Pointe Condominiums which is located on property described in Exhibit A attached hereto. The Val Vista Transmission Main currently crosses the property in a twenty-five foot wide easement on which the Regatta Pointe Condominiums are located in an area described in Exhibit "10" attached hereto. The Val Vista Transmission Main is located in prior easements which authorized Phoenix to construct, operate and maintain the Val Vista Transmission Main (the "Water Main").

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2.2 Phoenix desires to relocate the Water Main so that it does not cross the Regatta Pointe Condominiums and Tempe agrees to assist Phoenix in such relocation as further provided herein. The Parties desire to set forth their reasonable expectations regarding the relocation of the Water Main.

3.0 AGREEMENT: NOW, THEREFORE, in consideration of the respective rights, privileges and obligations of the Parties hereinafter set forth, IT IS AGREED AS FOLLOWS:

4.0 EFFECTIVE DATE: After execution of this Agreement in accordance with each City's respective local law, this Agreement shall become effective on the ____ day of _____, 2002, unless an alternative effective date is required in accordance with the provisions of state law. All covenants, rights and obligations of this Agreement are enforceable on said date unless a specific date is otherwise set forth herein.

5.0 RELOCATION OF THE WATER MAIN

5.1 Phoenix and Tempe agree that the Water Main will be relocated by Phoenix as provided herein. Except for the contribution of \$200,000 by Picerne-Rio Salado, L.L.C. toward Phoenix' cost of relocating, Phoenix shall pay all design and construction costs necessary to relocate the Water Main in accordance with plans and specifications prepared by Phoenix, and reviewed and approved by Tempe and by other applicable

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governmental agencies. Phoenix will obtain any permits required by the Union Pacific Railroad Company. Such costs shall include all necessary costs to relocate the Water Main from its present location to its new location. Tempe will provide any license or easement locations that are controlled by Tempe at no expense to Phoenix.

5.2 Tempe agrees that it shall provide easements or licenses in the relocated location under control of Tempe that are reasonably acceptable to Phoenix . Phoenix shall not begin construction of the relocation of the Water Main until Tempe has caused to be conveyed to Phoenix the licenses or easements described herein which are reasonably acceptable to Phoenix. The intent of such documents to be conveyed to Phoenix is that the relocated location for the Water Main shall not cause Phoenix or Tempe to unreasonably increase its infrastructure operation, maintenance and reconstruction costs. To the extent the Water Main is relocated into existing Tempe-owned land or public right of way, Tempe and Phoenix agree that the relocated Water Main shall be treated as having prior right in Areas A, B and N only, and that if the Water Main is ever required by Tempe to be relocated, it will be relocated at the reasonable expense of Tempe

5.2.1 Tempe will perform, acquire and convey to Phoenix for the relocated Water Main the following:

5.2.1.1 A permanent water line easement with prior rights to the City of Phoenix for permanent location of the Water Main for water line purposes

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together with the right of ingress and egress for the purposes of installations, maintenance and replacement over, under and across the property described in Exhibit 1. This easement area is identified as Area “A” on the Property Line and Easement Location Map.

5.2.1.2 A License with prior rights adjacent to the water line easement for maintenance access to the relocated Water Main together with the right of ingress and egress for installation, maintenance and replacement over under and across the Property described in Exhibit 2. This License area is identified as Area “B” on the Property Line and Easement Location Map.

5.2.1.3 To provide additional work area during maintenance and replacement of the Water Main, Tempe shall convey to Phoenix a license with no prior rights authorizing temporary use of the Rio Salado Parkway at times agreeable to Tempe for construction, maintenance, repair and replacement of the Water Main over, under and across the Property described in Exhibit 3. This license area is identified as Area “C” on the Property Line and Easement Location Map.

5.2.1.4 A license with prior rights to the City of Phoenix for access to the relocated Water Main for water line purposes together with right of ingress and egress for the purpose of installation, maintenance and replacement over, under and across the Property described in Exhibit 13. This license area is identified as Area “N” on the Property Line and Easement Location Map.

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5.2.1.5 The Property Line & Easement Location Map, Exhibits 1, 2, 3, and 13 and the form of the easements and licenses are attached hereto.

5.2.2 Phoenix shall design and construct the Water Main so as to not unreasonably interfere with other existing utilities within the easements and license areas. If during construction Phoenix locates unknown existing utilities, Phoenix shall take appropriate action to prevent damage to such facilities and make appropriate field changes so as to not unreasonably interfere with such unknown existing utilities. Phoenix shall resolve damages to unknown existing utilities. Any new co-location of facilities by utilities or others within the easement or licenses shall be subject to the following conditions:

5.2.2.1 Tempe will give Phoenix thirty (30) days advanced notice of any utility wanting to locate within the Phoenix easement or licenses and obtain Phoenix's written conditions consistent with Phoenix's standard practices before Tempe permits or licenses such facilities in the Phoenix easement. Such utilities shall be limited to perpendicular crossing of the Water Main. Notice shall be provided to:

City of Phoenix Water Services Department
Water Services Director
200 W. Washington Street, 9th Floor
Phoenix, Arizona 85003-1611
Attn: Engineering Superintendent
Phone: (602) 262-6627

5.2.2.2 Tempe will not permit or license any parallel utility, encroachment or facility within the Phoenix easement area identified as Area A only on the Property Line and Easement Location Map.

5.2.2.3 Tempe will not permit or license any parallel utility or facilities within the Phoenix license areas identified as Area B, C and N on the Property Line and Easement Location Map that are inherently dangerous to the public if damaged or disturbed such as gas, electric, petroleum or similar facilities. Such utility or facility are hereinafter referred to as "Critical Facilities."

5.2.2.4 Parallel utilities, encroachments or facilities other than Critical Facilities, may be permitted or licensed by Tempe within the license areas identified as Area B, C and N on the Property Line and Easement Map if such utility, encroachment or facility does not come closer than six (6) feet from the outside wall of the utility to the outside wall of the Water Main.

5.3 Phoenix shall abandon in place as mutually agreed by Tempe and Phoenix the abandoned Water Main and plug the ends of the abandoned pipe and fill the abandoned pipe with sand. Upon completion of construction of the relocated Water Main to its new location, Phoenix shall abandon its property interest in the previous location to Tempe for that part of the relocated Water Main described in Exhibit "14" and Exhibit "15" located on Tempe property or to the underlying fee owner for that part of the relocated Water Main described in Exhibit "10" located within the private property lines of such

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underlying fee owner or to the State of Arizona for that part of the relocated Water Main described in Exhibit "16" located on State of Arizona property. These abandoned easement areas are identified as Area "P", Area "Q", Area "K" and Area "R" respectively on the Property Line and Easement Location Map.

5.3.1 For those areas where Phoenix performs abandonment work as provided herein, Phoenix shall repair any settlement for a period of five (5) years from completion of the abandonment work that is caused by Phoenix's abandonment work in Areas P and Q.

5.4 Phoenix shall prepare plans and specifications for the protection and/or relocation of the Water Main and submit such plans and specifications to Tempe for its review.

5.4.1 The plans and specifications shall be prepared and sealed by a civil engineer registered in Arizona and shall be in accordance with current Water Services Department design standards. Any project management services provided by Phoenix shall be performed by civil engineers registered in Arizona. The project management services will include observing all work to be performed herein by Phoenix for conformance to the project plans and specifications including all work to be performed for Tempe.

5.4.2 A complete design report shall be prepared by Phoenix addressing all technical issues, including design criteria, alternatives to minimize induced head losses,

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alignment, easements, and how the Water Main can best be protected during construction and activities by Tempe and others working near the new alignment. The design report will be used as a guide for Tempe's uses next to or over the pipeline which the Parties agree will not unreasonably interfere with the Water Main.

5.4.3 Any construction performed by Phoenix under this Agreement shall be in accordance with MAG Uniform Standard Specifications for Public Works Construction, and Phoenix and Tempe Supplements to MAG Uniform Standard Specifications for Public Works Construction, latest revisions as applicable.

5.5 If, in the installation, use or maintenance of public property in which the Water Main is located within the project limits shown in Area A, Tempe negligently damages or disturbs the Water Main, Tempe shall promptly notify Phoenix and at its own expense, and in a manner reasonably acceptable to Phoenix, restore the Water Main or repair or replace the Water Main in as good a condition as existed before such damage or disturbance. Phoenix, after notification to Tempe, may itself elect to repair, replace or restore the damaged or disturbed Water Main to as good a condition as existed before such damage or disturbance. In such event, Phoenix shall so notify Tempe and perform the necessary restoration, repair, or replacement, either through its own forces or through a hired contractor, and Tempe agrees to reimburse Phoenix for all of its reasonable direct and associated expenses in so doing within sixty (60) days after its receipt of Phoenix's invoice therefor.

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5.6 The Parties agree that the relocation of the Water Main shall be accomplished in such a manner that the water supply provided by such line to Phoenix is not interrupted except as provided in 5.6.1 and 5.6.2.

5.6.1 Phoenix will coordinate the schedule of work with Tempe to minimize the downtime period of the water main as well as traffic impacts on Rio Salado Parkway.

5.6.2 Tempe will facilitate the issuance of construction and building permits and other approvals required by Tempe consistent with Tempe municipal codes and Council policies to minimize the downtime period of the water main as well as traffic impacts on Rio Salado Parkway.

5.7 Phoenix or its contractor shall be responsible for obtaining any and all required permits to perform the relocation and/or protection work described herein and coordination with affected property owners.

5.8 Phoenix shall be responsible for obtaining the permanent water line easements from the State of Arizona for permanent location of the Water Main for water line purposes together with the right of ingress and egress for the purposes of installation, maintenance and repair over, under and across the Property described in Exhibit "11" and Exhibit "12." These easement areas are identified as Area "L" and Area "M" on the Property Line and Easement Location Map.



6.0 ADDITIONAL REQUIREMENTS

6.1. Phoenix shall require its contractor to obtain performance and payment bonds as required by law.

6.2 INSURANCE.

6.2.1 Policy Provisions. Phoenix shall require any of its contractors performing relocation and/or protection work under this Agreement to include in the insurance policies furnished to Phoenix, the following provisions:

6.2.1.1 Tempe, its officers, officials, agents, employees and volunteers are to be named as additional insureds with respect to liability arising out of the performance of the Contract with Phoenix and activities related thereto.

6.2.1.2 The Contractor shall provide Phoenix and Tempe with Certificates of Insurance indicating that Phoenix and Tempe are listed as additional insureds with respect to the insurance required under the contract.

6.3 INDEMNIFICATION.

6.3.1. Phoenix shall defend, indemnify and hold harmless Tempe, its agents, officers, officials, employees and volunteers (in this section hereafter collectively referred to as Tempe) from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees, court costs and the cost of appellate proceedings), hereafter collectively referred to as 'claims', relating to, arising out of, or alleged to have resulted from the vicarious or derivative liability of Tempe, from and against all claims relating to, arising out of, or alleged to

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have resulted from the work, construction and services of relocating the Water Main (including, but not limited to, damages from flooding and water leakage) and from and against all claims relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions, of Phoenix or its contractors and consultants, their agents, employees or any other person (other than Tempe) for whose negligent acts, errors, mistakes or omissions Phoenix or its contractors and consultants may be held legally liable in the performance of this Agreement. The duty of Phoenix to defend, hold harmless and indemnify Tempe shall arise in connection with any claims that are attributable to bodily injury, sickness, disease or death of any person, or injury to, impairment, or destruction of any property, including loss of use resulting therefrom, caused by the alleged vicarious or derivative liability of Tempe, caused by the work, construction and services of relocating the Water Main (including, but not limited to, damages from flooding and water leakage) or caused by any negligent acts, errors, mistakes or omissions of Phoenix or its contractors and consultants, their agents, employees or any other person (other than Tempe) for whose negligent acts, errors, mistakes or omissions Phoenix or its contractors and consultants may be held legally liable. The amount and type of insurance coverage requirements set forth in this Agreement will not be construed as limiting the scope of the indemnity stated in this section.

7.0 REMEDIES

7.1 If either party should default in the performance of their respective obligations under this Agreement, the party not in default shall be entitled to recover in any suit or proceeding to enforce its rights under this Agreement, reasonable attorney fees and costs

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associated with such action as ordered by the Court. The foregoing shall not in any way limit or restrict any right or remedy at law or equity which would otherwise be available to such party not in default.

8.0 TERMINATION

8.1 Either City may terminate this Agreement in whole or in part upon mutual agreement of the Parties. Unless mutually terminated as provided for in this Agreement, this Agreement shall remain in effect so long as the Water Main is located in Tempe public land or right-of-way. If Phoenix does not start construction of the Water Main by November 1, 2005, then this Agreement, easements and licenses can be terminated by Tempe, and the easements and licenses can revert back to Tempe.

9.0 ENTIRE AGREEMENT

9.1 The terms and covenants and conditions of this Agreement constitute the entire agreement between the Parties and no understanding or obligation not herein expressly set forth shall be binding upon them. This Agreement may not be modified or amended in any way unless in writing and signed by the Parties.

10.0 NOTICES

10.1 Any notice, demand or request provided for in this Agreement should be in writing and shall be deemed properly served, given or made if delivered in person or sent by registered or certified mail, postage pre-paid to the person specified below:

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City of Phoenix
c/o Water Services Director
200 W. Washington, 9th floor
Phoenix, Arizona 85003

City of Tempe
c/o City Engineer
P.O. Box 5002
Tempe, Arizona 85280

11.0 CANCELLATION OF CONTRACT

11.1 All Parties hereby acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of Arizona Revised Statutes § 38-511.

12.0 ASSIGNMENT

12.1 Either party shall not have the right to assign this Agreement or any interest herein without the prior written consent of the other party which consent shall not be withheld unreasonably. Any such assignment without consent of the other party shall not vest in the assignee any right, title or interest herein or hereunder, but shall render this Agreement null and void, at the election of either party. The Parties shall not sublet or lease the rights under this Agreement, or any part thereof, for any purpose, except upon the prior written consent of the Parties.

13.0 NO THIRD PARTY BENEFICIARIES

13.1 This Agreement is solely for the benefit of the Parties, and does not create nor shall it be construed to create rights in any third party. No third party may enforce the terms and conditions of this Agreement.

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14.0 COOPERATION OF THE PARTIES

14.1 The timely relocation of the Water Main is important to both Parties. The Parties agree to cooperation in good faith to reasonably complete the obligation set forth in this Agreement to achieve the relocation of the Water Main in a timely manner.

15. CHOICE OF LAW

15.1 This Agreement shall be governed by the laws of the State of Arizona and any litigation between the Parties regarding the Agreement shall be initiated in Maricopa County, Arizona.

16. NO PARTNERSHIP OR JOINT VENTURE

16.1 Under no circumstances shall the Parties hereto be considered as partners or joint venturers.

17. DISPUTE RESOLUTION

17.1 In the event a dispute shall arise between the Parties to this Agreement regarding a provision contained therein, or a party's performance of its obligations as stated in this Agreement, or any other matter governed by the terms of this Agreement, the Parties agree that such dispute may be resolved through mediation if mediation is agreed to by both parties for such dispute in the manner prescribed in this Section 17.0.

17.1.1 Initiation. Promptly upon the occurrence of the dispute, the aggrieved party shall notify the other party in writing (the "Claimant's Statement"), setting forth in sufficient detail the basis for the dispute, the aggrieved party's position

and its proposal for resolution of the dispute.

17.1.2 Response. Within a reasonable time following receipt of the Claimant's Statement, the other party shall respond in writing (the "Responsive Statement") setting forth in sufficient detail the respondent's position and its proposal for resolution of the dispute.

17.1.3 Good Faith Negotiation. The Parties shall meet and attempt in good faith to expeditiously negotiate a resolution to the dispute.

17.1.4 If the Parties are unable to resolve the dispute by good faith negotiations, then upon mutual agreement of the Parties, mediation as provided herein may be utilized. If mediation is to be utilized, then the parties shall mutually agree upon the services of one (1) mediator. It shall be the mediator's role to facilitate good faith negotiations between the Parties leading to a resolution of the dispute. The cost of the mediation, including the mediator's fees and expenses, shall be borne equally by the Parties. The mediator shall not have the power or authority to impose a resolution on the Parties but shall serve only as a facilitator to assure a mediated result to the dispute. In this regard, the Parties agree to be bound by any schedule set out by the mediator for continuing good faith negotiations aimed at resolving the dispute. In establishing this schedule, the mediator shall be guided by the principle that it is the parties' intention that disputes be resolved expeditiously, giving due consideration to reducing expense, minimizing delay and preserving the relationship of the Parties.

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17.1.5 Confidential Nature of the Process. Negotiations undertaken pursuant to this Section 17.0 shall be deemed confidential as settlement discussions. Nothing said by a party, nor any position taken during the course of the negotiations shall be introduced as evidence by the opposing party in any subsequent arbitration or litigation concerning the same or related transactions.

17.1.6 If the dispute is not resolved in the manner specified in this Section 17.0 within a reasonable time after mutual mediated discussions begin, the aggrieved party shall be free to resort to such other methods as shall be available to it to resolve the dispute.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and provide for its effective date as set forth herein.

CITY OF PHOENIX, a municipal corporation
FRANK FAIRBANKS, City Manager

By: _____
Michael Gritzuk, P.E., Water Services Director

ATTEST:

City Clerk

APPROVED AS TO FORM AND WITHIN
THE POWER AND AUTHORITY GRANTED
UNDER THE LAWS OF THE STATE OF
ARIZONA TO THE CITY OF PHOENIX

City Attorney



CITY OF TEMPE, a municipal corporation

By: _____
MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM AND WITHIN
THE POWER AND AUTHORITY GRANTED
UNDER THE LAWS OF THE STATE OF
ARIZONA TO THE CITY OF TEMPE

City Attorney

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EXHIBIT A

REGATTA POINTE CONDOMINIUMS

PROPERTY DESCRIPTION

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LEGAL DESCRIPTION

(OF PARCEL PRIOR TO SUBDIVIDING)

A PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 16; THENCE SOUTH 89° 28' 08" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 207.21 FEET TO THE INTERSECTION OF FARMERS AVENUE AND FIRST STREET; THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 89° 28' 08" WEST 110.01 FEET; THENCE NORTH 01° 00' 55" WEST 40.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89° 28' 08" WEST 300.00 FEET TO A POINT ON THE WEST LINE OF LOT 3E, STATE PLAT NO. 12 AMENDED, RECORDED IN BOOK 69 OF MAPS, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 00° 59' 55" WEST 550.33 FEET; THENCE NORTH 88° 42' 46" WEST 138.26 FEET; THENCE NORTH 00° 59' 55" WEST 42.32 FEET; THENCE NORTH 71° 09' 01" EAST 298.61 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 150.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 34° 53' 06" AN ARC DISTANCE OF 91.33 FEET;

THENCE SOUTH 73° 57' 53" EAST 150.19 FEET TO A POINT ON THE NORTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF FARMERS AVENUE;

THENCE SOUTH 01° 01' 55" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE NORTHERLY PROLONGATION THEREOF 316.44 FEET;

THENCE SOUTH 89° 28' 08" WEST 79.90 FEET TO A POINT ON THE EAST LINE OF LOT 4 OF SAID STATE PLAT NO. 9;

THENCE SOUTH 01° 00' 55" EAST ALONG SAID EAST LINE 333.00 FEET TO THE TRUE POINT OF BEGINNING.

GROSS: 259,392 S.F., 5.955 AC.

NET: 239,143 S.F., 5.49 AC.

EXHIBIT A

Recorded at the request of CITY OF TEMPE

When recorded, return to:

AFFIDAVIT AND FEE EXEMPT
PURSUANT TO A.R.S. SECTION
11-1134.A-3.

CITY OF TEMPE BASKET

NE 16 N4
124-24-003
124-24-027

425 W. Rio Salado

**LICENSE FOR USE OF PUBLIC RIGHT-OF-WAY
FOR MAINTENANCE, REPAIR, AND REPLACEMENT OF WATER MAIN**

This License and permission issued this ____ day of _____, ____ by and between the CITY OF TEMPE, ARIZONA, PERMITTOR and the CITY OF PHOENIX, PERMITTEE.

Upon execution of this License, Permitter hereby authorizes the Permittee to occupy a portion of a the public right-of-way with the following provisions:

1. The Permittee's use of the public right-of-way is limited to the maintenance, repair and replacement of a Water Main as described in Agreement No. _____ between Permittee and Permitter. Any additional land rights conveyed to Permittee are described in said agreement as recorded in Maricopa County Recorder Instrument No. ____-_____.
2. The Permittee is the owner of the easement(s) abutting the right-of-way affected.
3. The portion of right-of-way affected is described as follows: See Exhibits "2" and "2B", "3" and "3C", and "13" and "13N" attached hereto and by reference incorporated herein.
4. The Permittee agrees that if at any time the public right-of-way, or any portion thereof, occupied and used by the Permittee for maintenance, repair or replacement of the Water Main, may be needed or required by the Permitter, or upon thirty (30) days written notice by the Permitter, the Permittee shall at his own expense, cease temporary use of the public right-of-way for maintenance repair or replacement of the Water Main, and restore the right-of-way to its original condition.
5. This License shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the respective parties hereto.

6. This License shall be for a term to last as long as the Permittee or its assigns operates and maintains the Water Main referred to in the Agreement.
7. The Permitter shall not charge Permittee any license or permit fees for the rights granted by this License during the term of this License.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

STATE OF ARIZONA)
) ss
County of Maricopa)

PERMITTOR

Neil Giuliano, Mayor

The foregoing instrument was acknowledged before me this ____ day of _____, 2002,
by _____, Permitter.
Neil Giuliano, Mayor

My Commission Expires: _____
Notary Public

EXHIBIT 2

COPY

PARCEL DESCRIPTION

City of Phoenix License Agreement with City of Tempe, Area "B"

That portion of the Northeast Quarter of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of "REGATTA POINTE CONDOMINIUMS", a condominium Plat recorded in Book 548 of Maps, page 10, of Official Records of Maricopa County, Arizona; thence South 01 degrees 01 minutes 55 seconds East, along the Easterly line of said "REGATTA POINTE CONDOMINIUMS", a distance of 16.05 feet; thence South 45 degrees 31 minutes 55 seconds East, leaving the Easterly line of said "REGATTA POINTE CONDOMINIUMS", a distance of 33.59 feet to a point on the Northerly Right-of-Way line of Farmer Avenue, as shown on "STATE PLAT NO. 12", a subdivision plat recorded in Book 69 of Maps, page 38, of Official Records of Maricopa County, Arizona; thence North 78 degrees 24 minutes 22 seconds East, a distance of 96.42 feet along the Northerly Right-of-Way line of said Farmer Avenue, thence North 45 degrees 31 minutes 55 seconds West, leaving the Northerly Right-of-Way line of said Farmers Avenue, a distance of 123.21 feet; thence North 73 degrees 11 minutes 27 seconds West, a distance of 153.83 feet to the POINT OF BEGINNING, said point being on the Southerly Right-of-Way line of Rio Salado Parkway, said point also being on a curve concave Southeasterly, having a radius of 1085.00 feet and a radial bearing of South 11 degrees 27 minutes 18 seconds East;

- THENCE Southwesterly, along the Southerly Right-of-Way line of Rio Salado Parkway, along the arc of said curve, through a central angle of 06 degrees 36 minutes 03 seconds and an arc distance of 125.00 feet to a point of tangency;
- THENCE South 71 degrees 56 minutes 39 seconds West, continuing along the Southerly Right-of-Way line of said Rio Salado Parkway, a distance of 485.62 feet to the beginning of a tangent curve concave Northwesterly, having a radius of 1974.86 feet and a radial bearing of North 18 degrees 03 minutes 21 seconds West;
- THENCE Southwesterly, continuing along the Southerly Right-of-Way line of said Rio Salado Parkway, along the arc of said curve, through a central angle of 05 degrees 12 minutes 06 seconds and an arc distance of 179.29 feet;
- THENCE North 09 degrees 09 minutes 21 seconds West, leaving the Southerly Right-of-Way line of said Rio Salado Parkway, a distance of 30.56 feet to the beginning of a curve concave Northwesterly, having a radius of 1944.36 feet and a radial bearing of North 12 degrees 54 minutes 44 seconds West;
- THENCE Northeasterly, along the arc of said curve, through a central angle of 05 degrees 43 minutes 45 seconds and an arc distance of 194.42 feet to a point of tangency, said point being on the existing back of curbline on the Southerly side of the Eastbound lanes of said Rio Salado Parkway, said point also being at the Easterly end of an existing bus bay;

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- THENCE North 71 degrees 56 minutes 01 seconds East, along the back of said curblin, a distance of 449.25 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 1115.60 feet and a radial bearing of South 18 degrees 29 minutes 32 seconds East;
- THENCE Northeasterly, continuing along the back of said curblin, along the arc of said curve, through a central angle of 04 degrees 41 minutes 20 seconds and an arc distance of 91.30 feet;
- THENCE South 73 degrees 11 minutes 27 seconds East, leaving the back of said curblin, a distance of 60.95 feet returning to the POINT OF BEGINNING.

Containing 0.53 acres or 23,297 square feet, more or less.

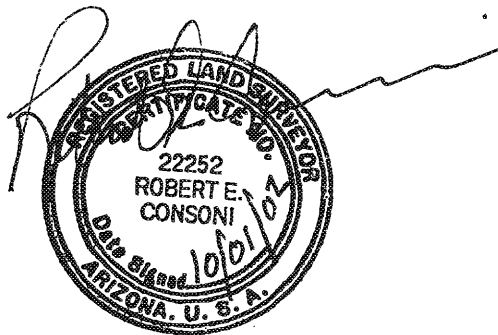
Subject to existing Rights-of-Way and Easements.

BASIS OF BEARINGS

South 89 degrees 28 minutes 08 seconds West along the South line of the Northeast Quarter of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as shown on Plat of "REGATTA POINTE CONDOMINIUMS", Book 548 of Maps, page 10, Maricopa County Recorder.

Reference is hereby made to the attached Exhibit 2B drawings.

Sheet 2 of 5



1014.2 F

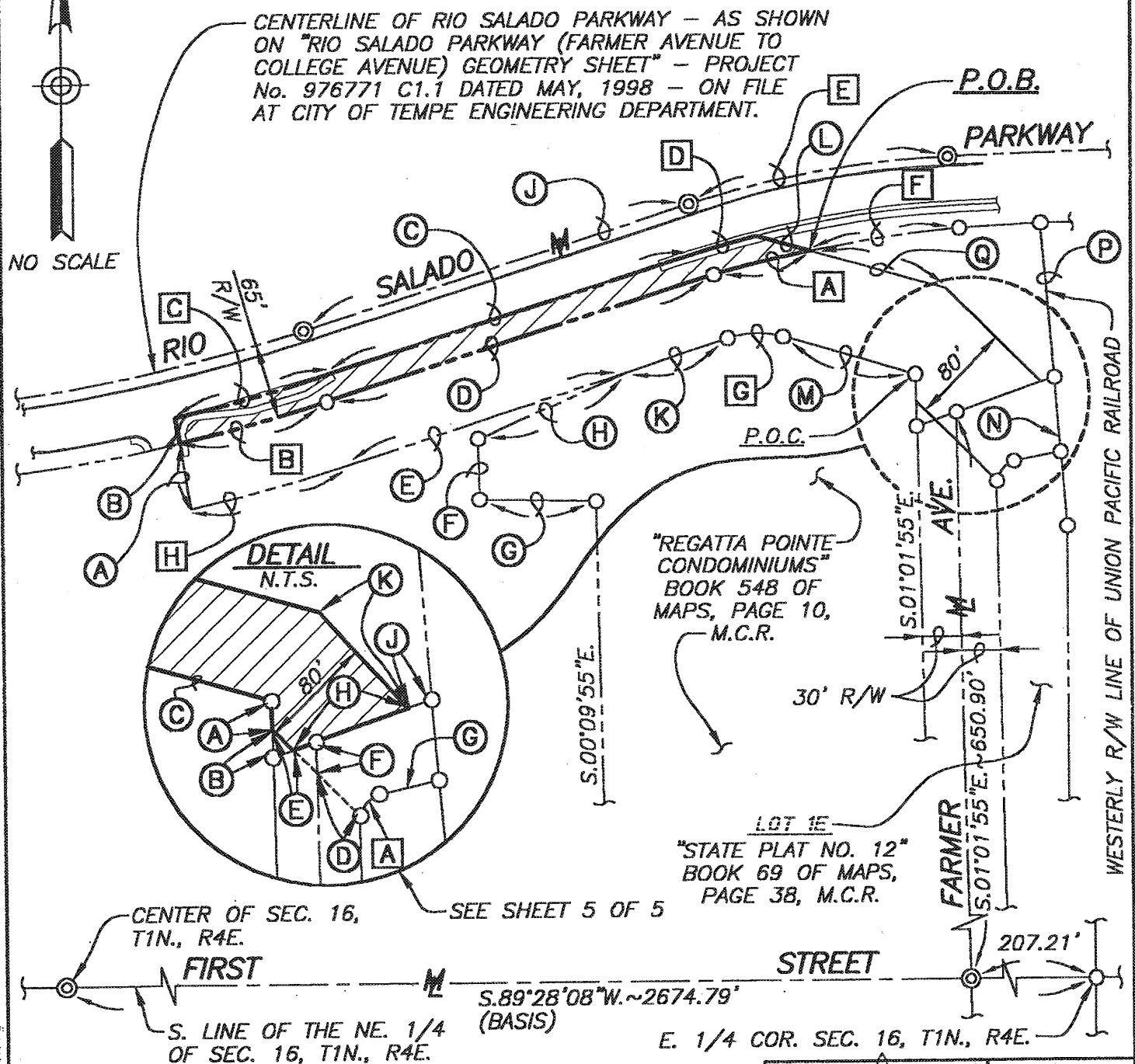
10/02/02

GT/REC: dbr

(C.O. PHX LICENSE AGREEMENT W/CITY OF TEMPE)

NOTE: SEE CURVE DATA
AND LINE TABLE
ON SHEET 4 OF 5

COPY

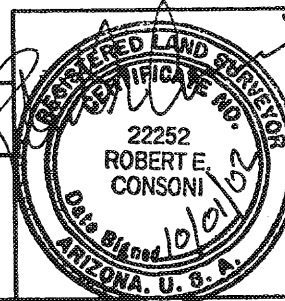


SKETCH OF LEGAL DESCRIPTION

GERVASIO & ASSOC. INC.

CONSULTING ENGINEERS
4527 N. 16TH STREET, SUITE 200
PHOENIX, ARIZONA 85016
(602) 285-1720 FAX 285-1530

CITY OF PHOENIX
LICENSE AGREEMENT
WITH CITY OF TEMPE
AREA "B"



Job No.	1014.2F
Date	10/01/02
By	ERE/GT/REC
Sheet No.	3 OF 5

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**NOTE: SEE SKETCH OF CITY OF PHOENIX
LICENSE AGREEMENT WITH CITY
OF TEMPE ON SHEET 3 OF 5.**

EXHIBIT 2B

DETAIL SKETCH CURVE DATA

CURVE	DELTA	RADIUS	ARC	CHORD
A	79°26'17"	14.44'	20.03'	S.39°41'14"W.~18.46'

DETAIL SKETCH LINE TABLE

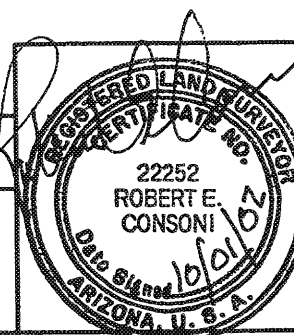
LINE	BEARING	DISTANCE
(A)	S.01°01'55"E.	16.05'
(B)	N.01°01'55"W.	28.35'
(C)	N.73°57'53"W.	150.19'
(D)	N.45°31'55"W.	45.65'
(E)	S.45°31'55"E.	33.59'
(F)	S.01°01'55"E.	7.78'
(G)	S.78°24'22"W.	67.33'
(H)	S.78°24'22"W.	96.42'
(J)	S.78°22'22"W.	17.31'
(K)	S.45°31'55"E.	123.21'

SKETCH OF LEGAL DESCRIPTION

GERVASIO & ASSOC. INC.

CONSULTING ENGINEERS
4527 N. 16TH STREET, SUITE 200
PHOENIX, ARIZONA 85016
(602) 285-1720 FAX 285-1530

CITY OF PHOENIX
LICENSE AGREEMENT
WITH CITY OF TEMPE
AREA "B"



Job No.	1014.2F
Date	10/01/02
By	ERE/GT/REC
Sheet No.	5 OF 5

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**NOTE: SEE SKETCH OF CITY OF PHOENIX
LICENSE AGREEMENT WITH CITY
OF TEMPE ON SHEET 3 OF 5.**

EXHIBIT 2B

CURVE DATA

CURVE	DELTA	RADIUS	ARC	CHORD
A	06°36'03"	1085.00'	125.00'	N.75°14'41"E.~124.93'
B	05°12'06"	1974.86'	179.29'	S.74°32'42"W.~179.23'
C	05°43'45"	1944.36'	194.42'	N.74°13'22"E.~194.34'
D	04°41'20"	1115.60'	91.30'	N.73°51'08"E.~91.27'
E	15°44'57"	1150.00'	316.11'	N.79°49'08"E.~315.11'
F	09°43'28"	1085.00'	184.15'	N.82°49'52"E.~183.93'
G	34°53'05"	150.00'	91.33'	S.88°35'51"W.~89.92'
H	05°16'31"	2014.86'	185.51'	S.74°34'54"W.~185.44'

LINE TABLE

LINE	BEARING	DISTANCE
A	N.09°09'21"W.	40.08'
B	N.09°09'21"W.	30.56'
C	N.71°56'01"E.	449.25'
D	S.71°56'39"W.	485.62'
E	S.71°56'39"W.	367.10'
F	S.00°59'55"E.	42.32'
G	S.88°42'46"E.	138.26'
H	S.71°09'01"W.	189.44'

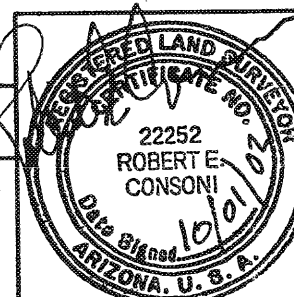
LINE TABLE (CONTINUED)

LINE	BEARING	DISTANCE
J	N.71°56'39"E.	485.62'
K	S.71°09'01"W.	109.17'
L	S.73°11'27"E.	60.95'
M	N.73°57'53"W.	150.19'
N	N.04°44'50"W.	7.37'
P	N.04°44'50"W.	51.99'
Q	N.73°11'27"W.	153.83'

SKETCH OF LEGAL DESCRIPTION

GERVASIO & ASSOC. INC.
CONSULTING ENGINEERS
4527 N. 16TH STREET, SUITE 200
PHOENIX, ARIZONA 85016
(602) 285-1720 FAX 285-1530

**CITY OF PHOENIX
LICENSE AGREEMENT
WITH CITY OF TEMPE
AREA "B"**



Job No.
1014.2F
Date
10/01/02
By
ERE/GT/REC
Sheet No.
4 OF 5

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EXHIBIT 3

PARCEL DESCRIPTION

City of Phoenix License Agreement with City of Tempe, Area "C"

That portion of the Northeast Quarter of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northeast Corner of "REGATTA POINT CONDOMINIUMS", a condominium Plat recorded in Book 548 of Maps, page 10, of Official Records of Maricopa County, Arizona; thence South 01 degrees 01 minutes 55 seconds East, along the Easterly line of said "REGATTA POINT CONDOMINIUMS", a distance of 16.05 feet; thence South 45 degrees 31 minutes 55 seconds East, leaving the Easterly line of said "REGATTA POINTE CONDOMINIUMS", a distance of 33.59 feet to a point on the Northerly Right-of-Way line of Farmer Avenue, as shown on "STATE PLAT NO. 12", a subdivision Plat recorded in Book 69 of Maps, page 38, of Official Records of Maricopa County, Arizona; thence North 78 degrees 24 minutes 22 seconds East, along the Northerly Right-of-Way line of said Farmer Avenue, a distance of 96.42 feet; thence North 45 degrees 31 minutes 55 seconds West, leaving the Northerly Right-of-Way line of said Farmer Avenue, a distance of 123.21 feet; thence North 73 degrees 11 minutes 27 seconds West, a distance of 153.83 feet to a point on the Southerly Right-of-Way line of Rio Salado Parkway; thence continuing North 73 degrees 11 minutes 27 seconds West, a distance of 60.95 feet to the POINT OF BEGINNING, said point being on the existing back of curblin on the Southerly side of the Eastbound lanes of the Rio Salado Parkway, said point also being on a curve concave Southeasterly, having a radius of 1115.60 feet and a radial bearing os South 13 degrees 48 minutes 12 seconds East;

- THENCE Southwesterly, continuing along the back of said curb line, along the arc of said curve, through a central angle of 04 degrees 41 minutes 20 seconds and an arc distance of 91.30 feet to a point of tangency;
- THENCE South 71 degrees 56 minutes 01 seconds West, continuing along the back of said curblin, a distance of 449.25 feet to a point on the back of said curblin, said point also being at the Easterly end of an existing bus bay, said point also being the beginning of a non-tangent curve concave Northwesterly, having a radius of 1944.36 feet and a radial bearing of North 18 degrees 38 minutes 29 seconds West;
- THENCE Southwesterly, leaving the back of said curblin, along the arc of said curve, through a central angle of 05 degrees 43 minutes 45 seconds and an arc distance of 194.42 feet;
- THENCE North 09 degrees 09 minutes 21 seconds West, a distance of 16.03 feet to the beginning of a non-tangent curve concave Northwesterly, having a radius of 1928.36 feet and a radial bearing of North 12 degrees 56 minutes 36 seconds West;
- THENCE Northeasterly, along the arc of said curve, through a central angle of 05 degrees 42 minutes 10 seconds and an arc distance of 191.93 feet to a point of tangency;
- THENCE North 71 degrees 56 minutes 01 seconds East, parallel to and 16.00 feet Northerly of the back of said curblin, a distance of 449.25 feet to a point on a non-tangent curve concave Southeasterly, having a radius of 1131.60 feet and a radial bearing of South 18 degrees 29 minutes 10 seconds East;

COPY

THENCE Northeasterly, parallel to and 16.00 feet Northerly of the back of said curblin, along the arc of said curve, through a central angle of 04 degrees 40 minutes 58 seconds and an arc distance of 92.49 feet;
THENCE South 13 degrees 48 minutes 12 seconds East, a distance of 16.00 feet returning to the POINT OF BEGINNING.

Containing 0.27 acres or 11,749 square feet, more or less.

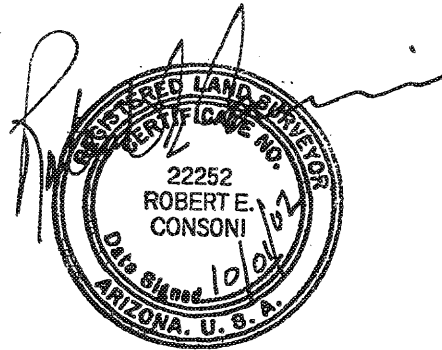
Subject to existing Rights-of-Way and Easements.

BASIS OF BEARINGS

South 89 degrees 28 minutes 08 seconds West along the South line of the Northeast Quarter of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as shown on Plat of "REGATTA POINTE CONDOMINIUMS", Book 548 of Maps, page 10, Maricopa County Recorder.

Reference is hereby made to the attached Exhibit 3C drawings.

Sheet 2 of 5



1014.1 F
10/01/02
GT/REC:bls
(C.O.Phx. Licence Agreement w/ C.O.Tempe)

**NOTE: SEE SKETCH OF CITY OF PHOENIX
LICENSE AGREEMENT WITH CITY
OF TEMPE ON SHEET 3 OF 5.**

EXHIBIT 3C

CURVE DATA

CURVE	DELTA	RADIUS	ARC	CHORD
A	04°41'20"	1115.60'	91.30'	S.73°51'08"W.~91.27'
B	05°43'45"	1944.36'	194.42'	S.74°13'22"W.~194.34'
C	05°42'10"	1928.36'	191.93'	N.74°12'18"E.~191.85'
D	04°40'58"	1131.60'	92.49'	N.73°51'18"E.~92.46'
E	15°44'57"	1150.00'	316.11'	N.79°49'08"E.~315.11'
F	09°08'54"	1085.00'	173.24'	N.83°07'09"E.~173.06'
G	06°36'03"	1085.00'	125.00'	S.75°14'41"W.~124.93'
H	05°12'06"	1974.86'	179.29'	S.74°32'42"W.~179.23'
J	34°53'05"	150.00'	91.33'	S.88°35'51"W.~89.92'
K	05°16'31"	2014.86'	185.51'	S.74°34'54"W.~185.44'

LINE TABLE

LINE	BEARING	DISTANCE
(A)	N.09°09'21"W.	30.56'
(B)	N.09°09'21"W.	40.08'
(C)	N.09°09'21"W.	16.03'
(D)	S.71°56'39"W.	367.10'
(E)	S.00°59'55"E.	42.32'
(F)	S.88°42'46"E.	138.26'
(G)	N.71°56'01"E.	449.25'
(H)	S.71°56'39"W.	485.62'
(J)	S.71°09'01"W.	109.17'

LINE TABLE (CONTINUED)

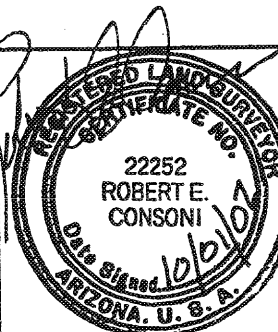
LINE	BEARING	DISTANCE
(K)	S.71°56'01"W.	449.25'
(L)	N.71°56'39"E.	485.62'
(M)	N.73°57'53"W.	150.19'
(N)	S.71°09'01"W.	189.44'
(P)	N.73°11'27"W.	60.95'
(Q)	S.13°48'12"E.	16.00'
(R)	N.73°11'27"W.	153.83'

SKETCH OF LEGAL DESCRIPTION

GERVASIO & ASSOC. INC.

CONSULTING ENGINEERS
4527 N. 16TH STREET, SUITE 200
PHOENIX, ARIZONA 85016
(602) 285-1720 FAX 285-1530

CITY OF PHOENIX
LICENSE AGREEMENT
WITH CITY OF TEMPE
AREA "C"

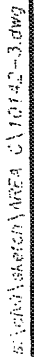


Job No.
1014.1F
Date
10/01/02
By
ERE/GT/REC
Sheet No.
4 OF 5

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Job No.	1014.1F
Date	10/01/02
By	ERE/GT/REC
Sheet No.	3 OF 5

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**NOTE: SEE SKETCH OF CITY OF PHOENIX
LICENSE AGREEMENT WITH CITY
OF TEMPE ON SHEET 3 OF 5.**

EXHIBIT 3C

DETAIL SKETCH CURVE DATA

CURVE	DELTA	RADIUS	ARC	CHORD
A	79°26'17"	14.44'	20.03'	S.39°41'14"W.~18.46'

DETAIL SKETCH LINE TABLE

LINE	BEARING	DISTANCE
(A)	S.01°01'55"E.	16.05'
(B)	N.01°01'55"W.	28.35'
(C)	N.73°57'53"W.	150.19'
(D)	N.45°31'55"W.	45.65'
(E)	S.45°31'55"E.	33.59'
(F)	S.01°01'55"E.	7.78'
(G)	S.78°24'22"W.	67.33'
(H)	S.78°24'22"W.	96.42'
(J)	S.78°22'22"W.	17.31'
(K)	S.45°31'55"E.	123.21'

SKETCH OF LEGAL DESCRIPTION

GERVASIO & ASSOC. INC.

CONSULTING ENGINEERS
4527 N. 16TH STREET, SUITE 200
PHOENIX, ARIZONA 85016
(602) 285-1720 FAX 285-1530

CITY OF PHOENIX
LICENSE AGREEMENT
WITH CITY OF TEMPE
AREA "C"



Job No.	1014.1F
Date	10/01/02
By	ERE/GT/REC
Sheet No.	5 OF 5

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EXHIBIT 10

COPY

PARCEL DESCRIPTION
City of Phoenix Waterline Maintenance Easement Area
to be Abandoned, Area "K"

A portion of the Northeast Quarter of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of "REGATTA POINTE CONDOMINIUMS", a condominium Plat recorded in Book 548 of Maps, page 10, of Official Records of Maricopa County, Arizona; thence South 01 degrees 01 minutes 55 seconds East, along the Easterly line of said "REGATTA POINTE CONDOMINIUMS", a distance of 87.53 feet to a point on the Northerly line of an existing 25 foot wide waterline easement recorded in Docket Number 10150, page 963 and Docket Number 10028, page 1162 of Official Records of Maricopa County, Arizona, said point being the POINT OF BEGINNING;

THENCE South 01 degrees 01 minutes 55 seconds East, continuing along the Easterly line of said "REGATTA POINT CONDOMINIUMS", a distance of 25.00 feet to a point on the Southerly line of said existing 25 foot wide waterline easement;

THENCE South 89 degrees 26 minutes 27 seconds West, leaving the Easterly line of said "REGATTA POINT CONDOMINIUMS", and along the Southerly line of said existing 25 foot wide waterline easement, a distance of 379.68 feet to a point on the Westerly Boundary Line of said "REGATTA POINTE CONDOMINIUMS";

THENCE North 00 degrees 59 minutes 55 seconds West, leaving the Southerly line of said existing 25 foot wide waterline easement, and along the Westerly Boundary Line of said "REGATTA POINTE CONDOMINIUMS", a distance of 13.61 feet;

THENCE North 88 degrees 42 minutes 46 seconds West, continuing along the Westerly Boundary Line of said "REGATTA POINTE CONDOMINIUMS", a distance of 138.26 feet;

THENCE North 00 degrees 59 minutes 55 seconds West, continuing along the Westerly Boundary Line of said "REGATTA POINTE CONDOMINIUMS", a distance of 6.94 feet to a point on the Northerly line of said existing 25 foot wide waterline easement;

THENCE North 89 degrees 26 minutes 27 seconds East, leaving the Westerly Boundary Line of said "REGATTA POINTE CONDOMINIUMS", and along the Northerly line of said existing 25 foot wide waterline easement, a distance of 517.82 feet returning to the POINT OF BEGINNING.

Containing 0.25 acres or 10,758 square feet, more or less.

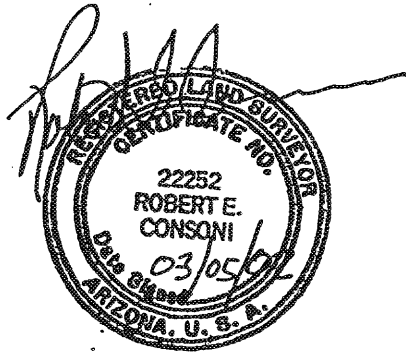
BASIS OF BEARINGS

South 89 degrees 28 minutes 08 seconds West along the South line of the Northeast Quarter of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as shown on Plat of "REGATTA POINTE CONDOMINIUMS", Book 548 of Maps, page 10, Maricopa County Recorder.

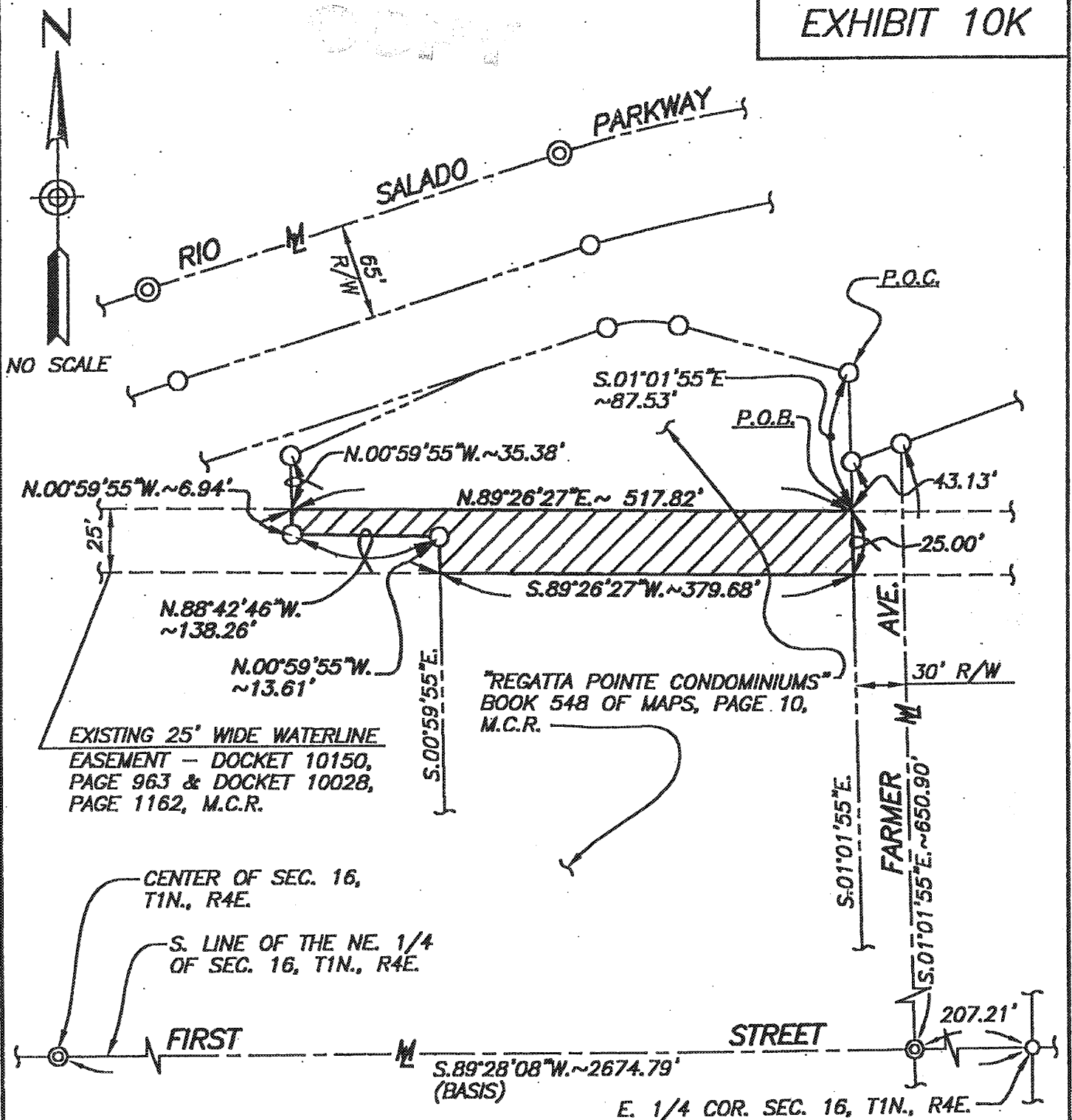
Reference is hereby made to the attached Exhibit 10K Drawing.

Subject to existing Right-of-Way and Easements.

Sheet 2 of 3



1014.2 F
03/05/02
GT/REC:bls
(W.L. Esmt - to Abandon)

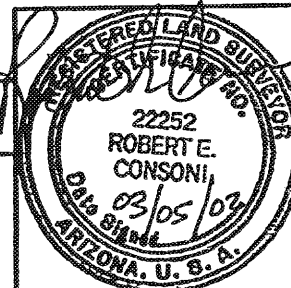


SKETCH OF LEGAL DESCRIPTION

GERVASIO & ASSOC. INC.

CONSULTING ENGINEERS
4527 N. 16TH STREET, SUITE 200
PHOENIX, ARIZONA 85016
(602) 285-1720 FAX 285-1530

WATERLINE EASEMENT
TO ABANDON,
AREA "K"



Job No.
1014.2F

Date
03/05/02

By
IAW/GT/REC

Sheet No.
3 OF 3

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EXHIBIT 11

PARCEL DESCRIPTION

Permanent Waterline Easement with State of Arizona,
Area "L"

That portion of the Northeast Quarter of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of "REGATTA POINTE CONDOMINIUMS", a condominium Plat recorded in Book 548 of Maps, page 10, of Official Records of Maricopa County, Arizona; thence South 01 degrees 01 minutes 55 seconds East, along the Easterly line of said "REGATTA POINTE CONDOMINIUMS", a distance of 44.40 feet to a point on the Northerly Right-of-Way Line of Farmer Avenue as shown on "STATE PLAT NO. 12", a subdivision Plat recorded in Book 69 of Maps, page 38, of Official Records of Maricopa County, Arizona; thence North 78 degrees 24 minutes 22 seconds East, leaving the Easterly line of said "REGATTA POINTE CONDOMINIUMS", and along the Northerly Right-of-Way Line of said Farmer Avenue, a distance of 137.68 feet to a point on the Westerly Right-of-Way Line of the Union Pacific (formerly Southern Pacific) Railroad Right-of-Way, said line also being the Northerly extension of the Easterly line of Lot 1E of said "STATE PLAT NO. 12"; thence South 04 degrees 44 minutes 50 seconds East, along the Westerly line of said Union Pacific Railroad Right-of-Way, a distance of 40.83 feet to a point on the Southerly Right-of-Way Line of said Farmer Avenue, said point also being the Northeast corner of Lot 1E of said "STATE PLAT NO. 12", said point also being the POINT OF BEGINNING;

THENCE South 04 degrees 44 minutes 50 seconds East, continuing along the Westerly line of said Union Pacific Railroad Right-of-Way and the Easterly line of said Lot 1E, a distance of 28.84 feet to a point on the Northerly line of an existing 25 foot wide waterline easement recorded in Docket Number 10150, page 963, and Docket Number 10028, page 1162 of Official Records of Maricopa County, Arizona;

THENCE South 89 degrees 26 minutes 27 seconds West, leaving the Westerly line of said Union Pacific Railroad Right-of-Way and the Easterly line of said Lot 1E, and along the Northerly line of said existing 25 foot wide waterline easement, a distance of 79.86 feet to a point on the Westerly line of said Lot 1E, said point also being on the Easterly Right-of-Way Line of said Farmer Avenue;

THENCE North 01 degrees 01 minutes 55 seconds West, leaving the Northerly line of said existing 25 foot wide waterline easement and along the Westerly line of said Lot 1E and the Easterly Right-of-Way Line of said Farmer Avenue, a distance of 1.58 feet to the beginning of a curve concave Southeasterly, having a radius of 14.44 feet, and a radial bearing of North 88 degrees 58 minutes 05 seconds East;

THENCE Northeasterly, continuing along the Westerly line of said Lot 1E and the Easterly Right-of-Way Line of said Farmer Avenue, along the arc of said curve, through a central angle of 79 degrees 26 minutes 17 seconds and an arc distance of 20.03 feet to a point of tangency, said point being on the Northerly line of said Lot 1E and the Southerly Right-of-Way Line of said Farmer Avenue;

THENCE North 78 degrees 24 minutes 22 seconds East, along the Northerly line of said Lot 1E and the Southerly Right-of-Way Line of said Farmer Avenue, a distance of 67.33 feet returning to the POINT OF BEGINNING.

Containing 0.04 acres or 1,649 square feet, more or less.

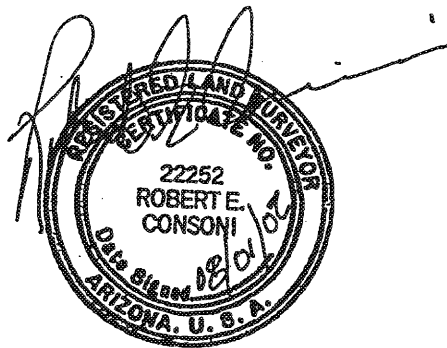
Subject to existing Rights-of-Way and Easements.

BASIS OF BEARINGS

South 89 degrees 28 minutes 08 seconds West along the South line of the Northeast Quarter of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as shown on Plat of "REGATTA POINTE CONDOMINIUMS", Book 548 of Maps, page 10, Maricopa County Recorder.

Reference is hereby made to the attached Exhibit 11L Drawing.

Sheet 2 of 3



1014.1 F

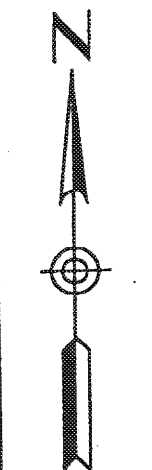
08/01/02

GT/REC:bls

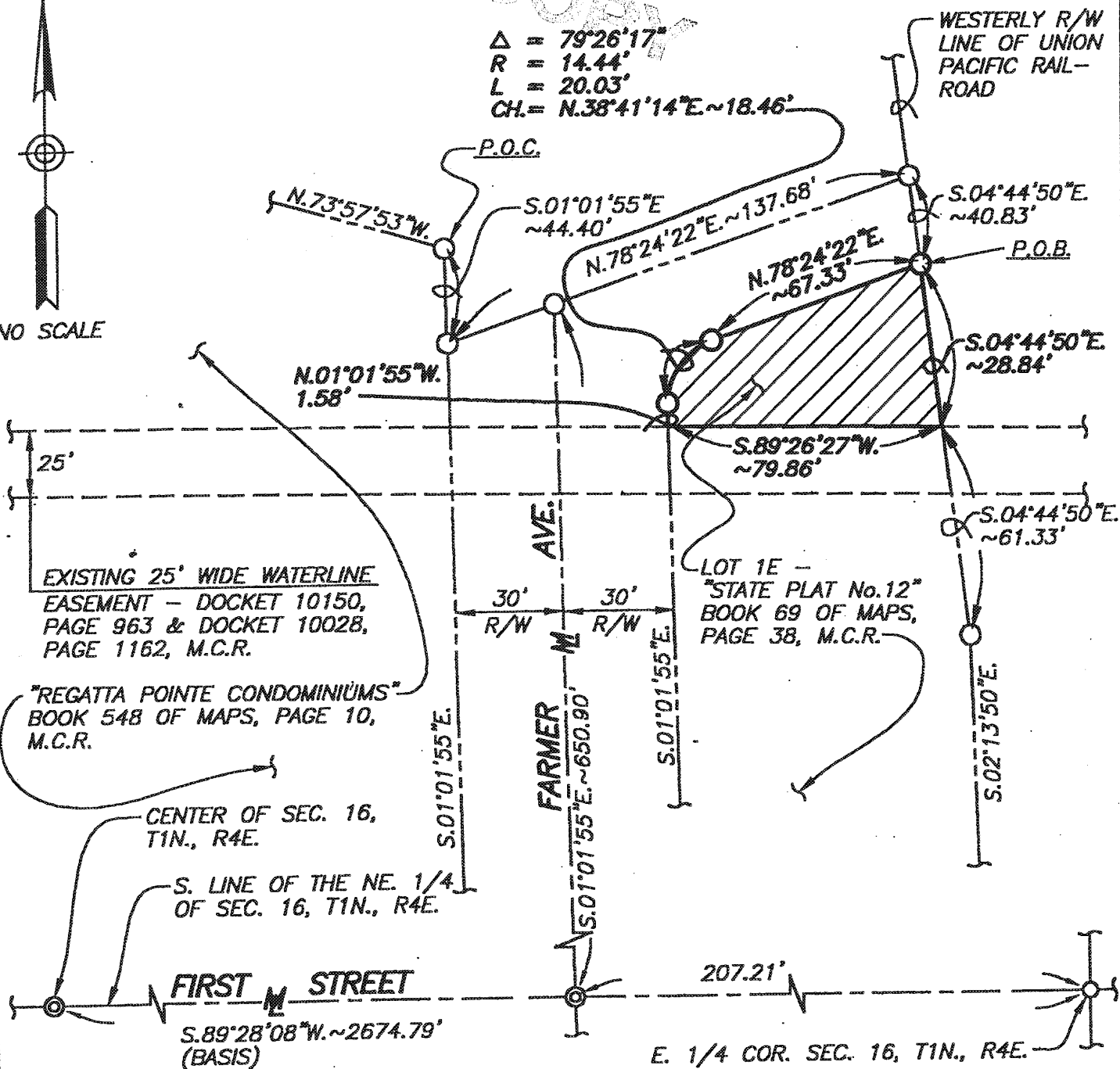
(Permanent Waterline Esmt. with State of AZ)

EXHIBIT 11L

$\Delta = 79^{\circ}26'17''$
 $R = 14.44'$
 $L = 20.03'$
 $CH = N.38^{\circ}41'14''E. \sim 18.46'$



NO SCALE



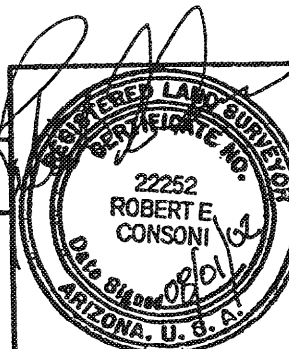
- INDICATES AREA DESCRIBED BY LEGAL DESCRIPTION

SKETCH OF LEGAL DESCRIPTION

GERVASIO & ASSOC. INC.

CONSULTING ENGINEERS
 4527 N. 16TH STREET, SUITE 200
 PHOENIX, ARIZONA 85016
 (602) 285-1720 FAX 285-1530

PERMANENT WATERLINE
 EASEMENT WITH
 STATE OF ARIZONA,
 AREA "L"



Job No.	1014.1F
Date	08/01/02
By	IAW/GT/REC
Sheet No.	3 OF 3

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EXHIBIT 12

PARCEL DESCRIPTION
Permanent Waterline Easement with State of Arizona,
Area "M"

That portion of the Northeast Quarter of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of "REGATTA POINTE CONDOMINIUMS", a condominium Plat recorded in Book 548 of Maps, page 10, of Official Records of Maricopa County, Arizona; thence South 01 degrees 01 minutes 55 seconds East, along the Easterly line of said "REGATTA POINTE CONDOMINIUMS", a distance of 44.40 feet to a point on the Northerly Right-of-Way Line of Farmer Avenue as shown on "STATE PLAT NO. 12", a subdivision Plat recorded in Book 69 of Maps, page 38, of Official Records of Maricopa County, Arizona; thence North 78 degrees 24 minutes 22 seconds East, leaving the Easterly line of said "REGATTA POINTE CONDOMINIUMS", and along the Northerly Right-of-Way Line of said Farmer Avenue, a distance of 137.68 feet to a point on the Westerly Right-of-Way Line of the Union Pacific (formerly Southern Pacific) Railroad Right-of-Way, said line also being the Northerly extension of the Easterly line of Lot 1E of said "STATE PLAT NO. 12"; thence South 04 degrees 44 minutes 50 seconds East, along the Westerly line of said Union Pacific Railroad Right-of-Way, a distance of 40.83 feet to a point on the Southerly Right-of-Way Line of said Farmer Avenue, said point also being the Northeasterly corner of Lot 1E of said "STATE PLAT NO. 12"; thence South 04 degrees 44 minutes 50 seconds East, continuing along the Westerly line of said Union Pacific Railroad Right-of-Way and the Easterly line of said Lot 1E, a distance of 53.90 feet to a point on the Southerly line of an existing 25 foot wide waterline easement recorded in Docket Number 10150, page 963, and Docket Number 10028, page 1162, of Official Records of Maricopa County, Arizona, said point also being the POINT OF BEGINNING;

THENCE	South 04 degrees 44 minutes 50 seconds East, leaving the Southerly line of said existing 25 foot wide waterline easement, along the Westerly line of said Union Pacific Railroad Right-of-Way and along the Easterly line of said Lot 1E, a distance of 30.08 feet;
THENCE	South 89 degrees 26 minutes 27 seconds West, leaving the Westerly line of said Union Pacific Railroad Right-of-Way and the Easterly line of said Lot 1E, a distance of 18.13 feet;
THENCE	North 45 degrees 31 minutes 55 seconds West, a distance of 42.41 feet to a point on the Southerly line of said existing 25 foot wide waterline easement;
THENCE	North 89 degrees 26 minutes 27 seconds East, along the Southerly line of said existing 25 foot wide waterline easement, a distance of 45.90 feet returning to the POINT OF BEGINNING.

Containing 0.02 acres or 960 square feet, more or less.

Subject to existing Rights-of-Way and Easements.

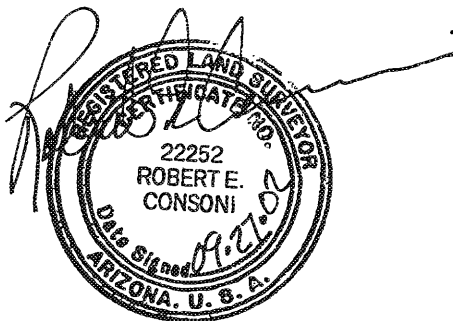
COPY

BASIS OF BEARINGS

South 89 degrees 28 minutes 08 seconds West along the South line of the Northeast Quarter of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as shown on Plat of "REGATTA POINTE CONDOMINIUMS", Book 548 of Maps, page 10, Maricopa County Recorder.

Reference is hereby made to the attached Exhibit 12M Drawing.

Sheet 2 of 3



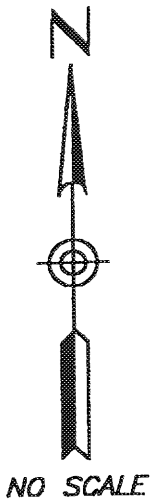
1014.1 F

09/27/02

GT/REC:bls

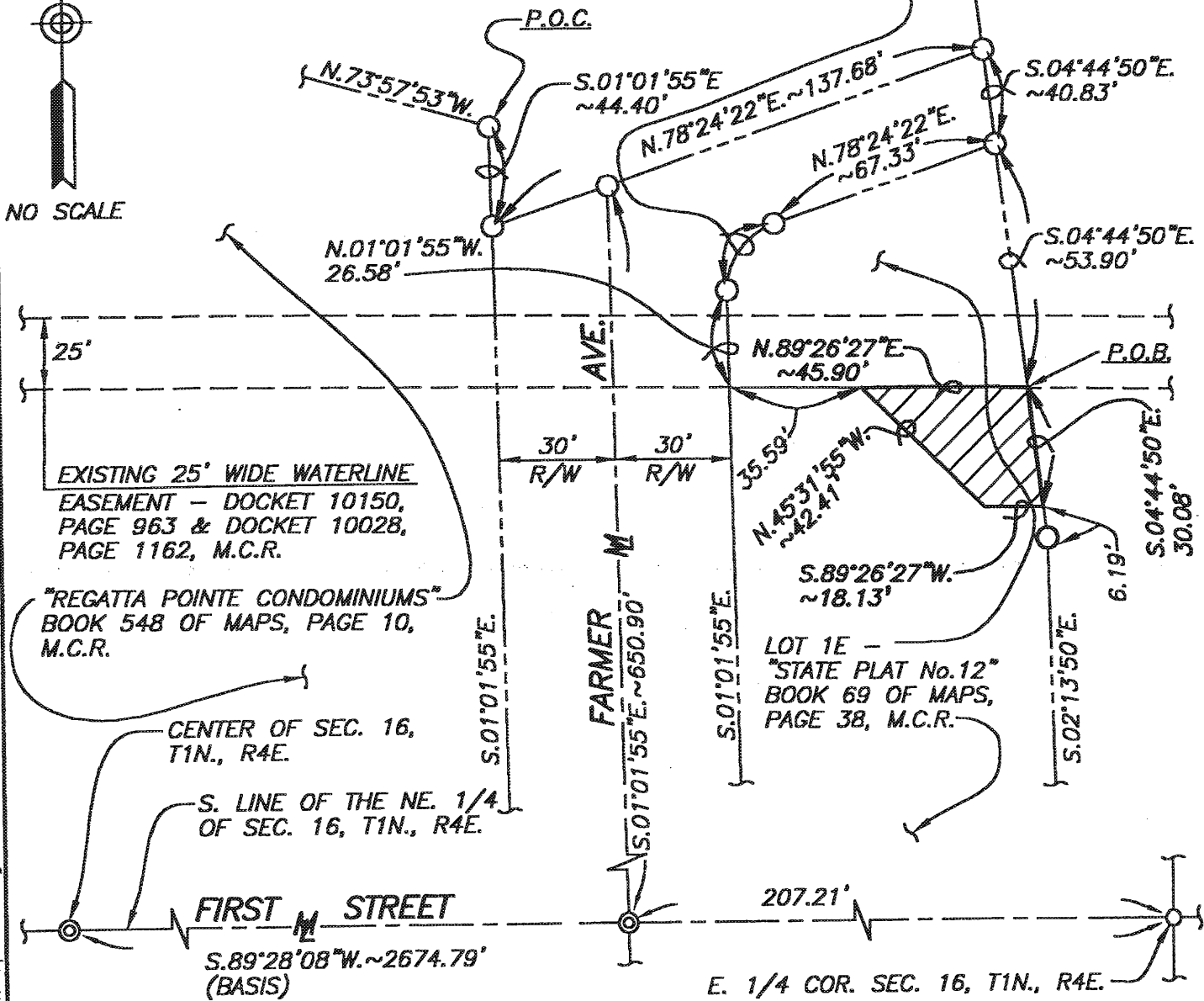
(Permanent Waterline Esmt. with State of AZ)

EXHIBIT 12M



$\Delta = 79^{\circ}26'17''$
 $R = 14.44'$
 $L = 20.03'$
 $CH. = N.38^{\circ}41'14''E. \sim 18.46'$

WESTERLY R/W
LINE OF UNION
PACIFIC RAIL-
ROAD



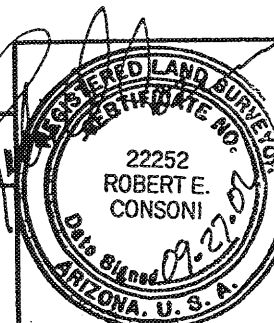
- INDICATES AREA DESCRIBED BY LEGAL DESCRIPTION

SKETCH OF LEGAL DESCRIPTION

GERVASIO & ASSOC. INC.

CONSULTING ENGINEERS
 4527 N. 16TH STREET, SUITE 200
 PHOENIX, ARIZONA 85016
 (602) 285-1720 FAX 285-1530

PERMANENT WATERLINE
 EASEMENT WITH
 STATE OF ARIZONA,
 AREA "M"



Job No.	1014.1F
Date	09/26/02
By	IAW/GT/REC
Sheet No.	3 OF 3

This drawing is an instrument of service. It is the property of GERVASIO & ASSOCIATES, INC., and may not be reproduced or reproduction hereof used without permission.

COPY

EXHIBIT 12-1

PARCEL DESCRIPTION

City of Phoenix Temporary Construction Easement with State of Arizona
AREA "M-1"

That portion of the Northeast Quarter of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of "REGATTA POINTE CONDOMINIUMS", a condominium Plat recorded in Book 548 of Maps, page 10, of Official Records of Maricopa County, Arizona; thence South 01 degrees 01 minutes 55 seconds East, along the Easterly line of said "REGATTA POINTE CONDOMINIUMS", a distance of 44.40 feet to a point on the Northerly Right-of-Way Line of Farmer Avenue as shown on "STATE PLAT NO. 12", a subdivision Plat recorded in Book 69 of Maps, page 38 of Official Records of Maricopa County, Arizona; thence North 78 degrees 24 minutes 22 seconds East, leaving the Easterly line of said "REGATTA POINTE CONDOMINIUMS", and along the Northerly Right-of-Way Line of said Farmer Avenue, a distance of 137.68 feet to a point on the Westerly Right-of-Way Line of the Union Pacific (formerly Southern Pacific) Railroad Right-of-Way, said line also being the Northerly extension of the Easterly line of Lot 1E of said "STATE PLAT NO. 12"; thence South 04 degrees 44 minutes 50 seconds East, along the Westerly line of said Union Pacific Railroad Right-of-Way, a distance of 40.83 feet to a point on the Southerly Right-of-Way Line of said Farmer Avenue, said point also being the Northeasterly corner of Lot 1E of said "STATE PLAT NO. 12"; thence South 04 degrees 44 minutes 50 seconds East, continuing along the Westerly line of said Union Pacific Railroad Right-of-Way and the Easterly line of said Lot 1E, a distance of 83.98 feet to the POINT OF BEGINNING;

- THENCE South 04 degrees 44 minutes 50 seconds East, continuing along the Westerly line of said Union Pacific Railroad Right-of-Way and the Easterly line of said Lot 1E, a distance of 6.19 Feet;
- THENCE South 02 degrees 13 minutes 50 seconds East, continuing along the Westerly line of Union Pacific Railroad Right-of-Way, and along the Easterly line of said Lot 1E, a distance of 3.83 feet;
- THENCE South 89 degrees 26 minutes 27 seconds West, leaving the Westerly line of said Union Pacific Railroad Right-of-Way and the Easterly line of said Lot 1E, a distance of 83.92 feet to a point on the Westerly line of said Lot 1E, said point also being on the Easterly Right-of-Way line of said Farmer Avenue;
- THENCE North 01 degrees 01 minutes 55 seconds West, along the Westerly line of said Lot 1E and the Easterly Right-of-Way line of said Farmer Avenue, a distance of 40.00 feet to a point on the Southerly line of an existing 25 foot wide waterline easement recorded in Docket Number 10150, page 963, and Docket Number 10028, page 1162, of Official Records of Maricopa County, Arizona;
- THENCE North 89 degrees 26 minutes 27 seconds East, leaving the Easterly Right-of-Way line of said Farmer Avenue, and along the Southerly line of said existing 25 foot wide Waterline Easement, a distance of 35.59 feet;
- THENCE South 45 degrees 31 minutes 55 seconds East, leaving the Southerly line of said existing 25 foot wide waterline easement, a distance of 42.41 feet;
- THENCE North 89 degrees 26 minutes 27 seconds East, a distance of 18.13 feet returning to the POINT OF BEGINNING.

Containing 0.05 acres or 2,351 square feet, more or less.

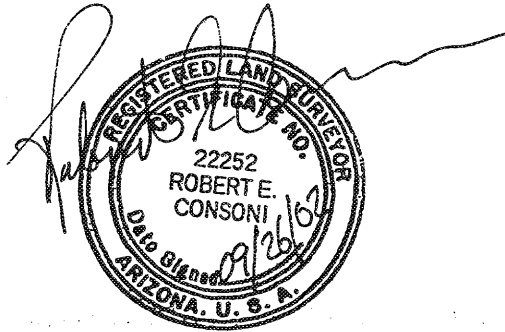
Subject to existing Right-of-Way and Easements.

BASIS OF BEARINGS

South 89 degrees 28 minutes 08 seconds west along the South line of the Northeast Quarter of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as shown on Plat of "REGATTA POINTE CONDOMINIUMS", Book 5478 of Maps, page 10, Maricopa County Recorder.

Reference is hereby made to the attached Exhibit 12M-1 Drawing.

Sheet 2 of 3

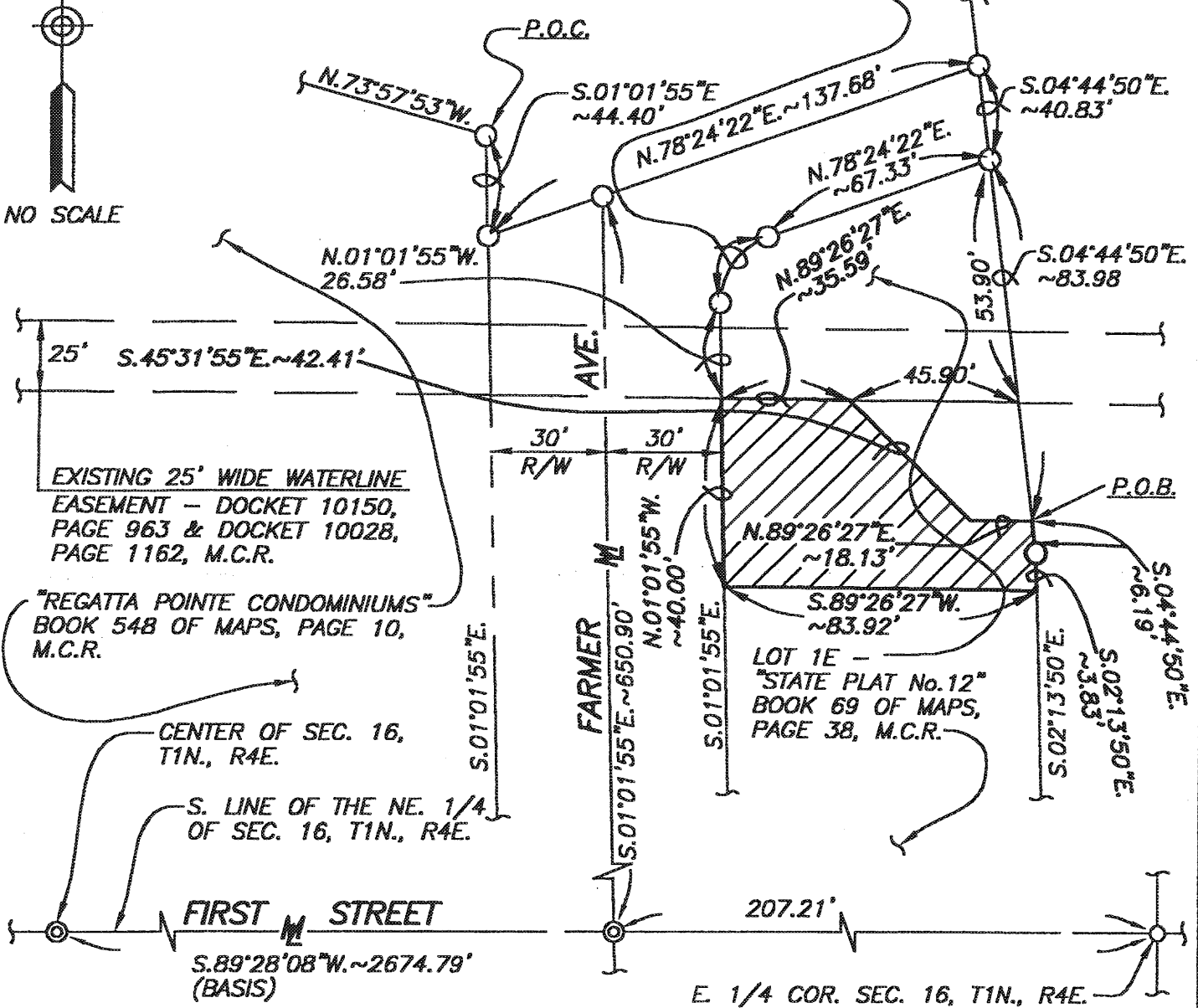
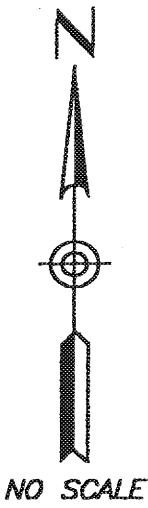


1014.1 F (City of Phx. Temp. Const. Esmt. with State of AZ)
09/26/02
GT/REC:dbb

EXHIBIT 12M-1

$\Delta = 79^{\circ}26'17''$
 $R = 14.44'$
 $L = 20.03'$
 $CH. = N.38^{\circ}41'14''E. \sim 18.46'$

WESTERLY R/W
LINE OF UNION
PACIFIC RAIL-
ROAD



EXISTING 25' WIDE WATERLINE
EASEMENT - DOCKET 10150,
PAGE 963 & DOCKET 10028,
PAGE 1162, M.C.R.

"REGATTA POINTE CONDOMINIUMS"
BOOK 548 OF MAPS, PAGE 10,
M.C.R.

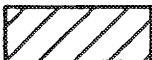
CENTER OF SEC. 16,
T1N., R4E.

S. LINE OF THE NE. 1/4
OF SEC. 16, T1N., R4E.

FIRST STREET

S.89°28'08"W.~2674.79'
(BASIS)

E. 1/4 COR. SEC. 16, T1N., R4E.

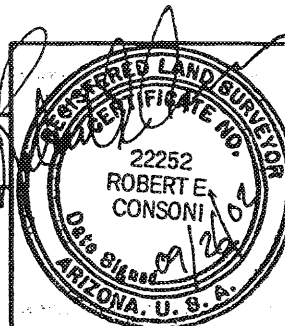


- INDICATES AREA DESCRIBED BY LEGAL DESCRIPTION

SKETCH OF LEGAL DESCRIPTION

GERVASIO & ASSOC. INC.
 CONSULTING ENGINEERS
 4527 N. 16TH STREET, SUITE 200
 PHOENIX, ARIZONA 85016
 (602) 285-1720 FAX 285-1530

TEMPORARY CONSTRUCTION
 EASEMENT WITH
 STATE OF ARIZONA,
 AREA "M-1"



Job No.	1014.1F
Date	09/26/02
By	IAW/GT/REC
Sheet No.	3 OF 3

This drawing is an instrument of service. It is the property of GERVASIO & ASSOCIATES, INC., and may not be reproduced or reproduction hereof used without permission.

File Location: S:\Civil\10142\Sketch\AREA M\AREA M.dwg

COPY

EXHIBIT 13

PARCEL DESCRIPTION
City of Phoenix License Agreement with City of Tempe,
Area "N"

That portion of the Northeast Quarter of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of "REGATTA POINTE CONDOMINIUMS", a condominium Plat recorded in Book 548 of Maps, page 10, of Official Records of Maricopa County, Arizona; thence South 01 degrees 01 minutes 55 seconds East, along the Easterly line of said "REGATTA POINTE CONDOMINIUMS", a distance of 44.40 feet to the intersection with the Northerly Right-of-Way line of Farmer Avenue as shown on "STATE PLAT NO. 12", a subdivision Plat recorded in Book 69 of Maps, page 38, of Official Records of Maricopa County, Arizona; thence North 78 degrees 24 minutes 22 seconds East, along the Northerly Right-of-Way line of said Farmer Avenue, a distance of 23.95 feet to the POINT OF BEGINNING;

- THENCE North 78 degrees 24 minutes 22 seconds East, continuing along the Northerly Right-of-Way line of said Farmer Avenue, a distance of 96.42 feet;
- THENCE South 45 degrees 31 minutes 55 seconds East, leaving the Northerly Right-of-Way line of said Farmer Avenue, a distance of 26.30 feet to a point on the Westerly Right-of-Way line of the Union Pacific (formerly Southern Pacific) Railroad Right-of-Way, said line also being the Northerly extension of the Easterly line of Lot 1E of said "STATE PLAT NO. 12";
- THENCE South 04 degrees 44 minutes 50 seconds East, along the Westerly line of said Union Pacific Railroad Right-of-Way, a distance of 18.85 feet to a point on the Southerly Right-of-Way line of said Farmer Avenue, said point also being the Northeasterly corner of Lot 1E of said "STATE PLAT NO. 12";
- THENCE South 78 degrees 24 minutes 22 seconds West, leaving the Westerly line of said Union Pacific Railroad Right-of-Way, and along the Southerly Right-of-Way line of said Farmer Avenue, a distance of 67.33 feet to a point on a curve concave Southeasterly, having a radius of 14.44 feet and a radial bearing of South 11 degrees 35 minutes 38 seconds East;
- THENCE Southwesterly, continuing along the Southerly Right-of-Way line of said Farmer Avenue, along the arc of said curve, through a central angle of 49 degrees 00 minutes 44 seconds, and an arc distance of 12.35 feet;
- THENCE North 45 degrees 31 minutes 55 seconds West, leaving the Southerly Right-of-Way line of said Farmer Avenue, a distance of 54.86 feet to a point on the Northerly Right-of-Way line of said Farmer Avenue, returning to the POINT OF BEGINNING.

Containing 0.09 acres of 3,775 square feet, more or less.

Subject to existing Rights-of-Way and Easements.

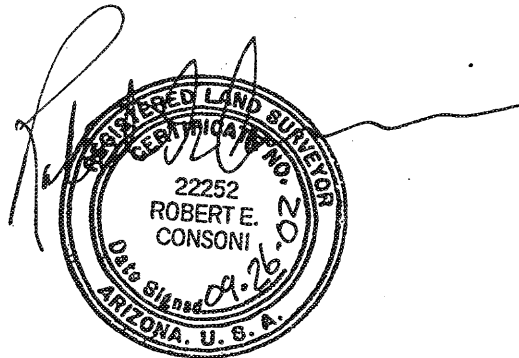
COPY

BASIS OF BEARINGS

South 89 degrees 28 minutes 08 seconds West along the South line of the Northeast Quarter of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as shown on Plat of "REGATTA POINTE CONDOMINIUMS", Book 548 of Maps, page 10, Maricopa County Recorder.

Reference is hereby made to the attached Exhibit 13N drawing.

Sheet 2 of 4



1014.2 F

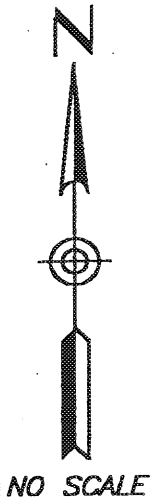
09/26/02

GT/REC:bls

(City of Phoenix License Agreement with C.O. Tempe - Area "N")

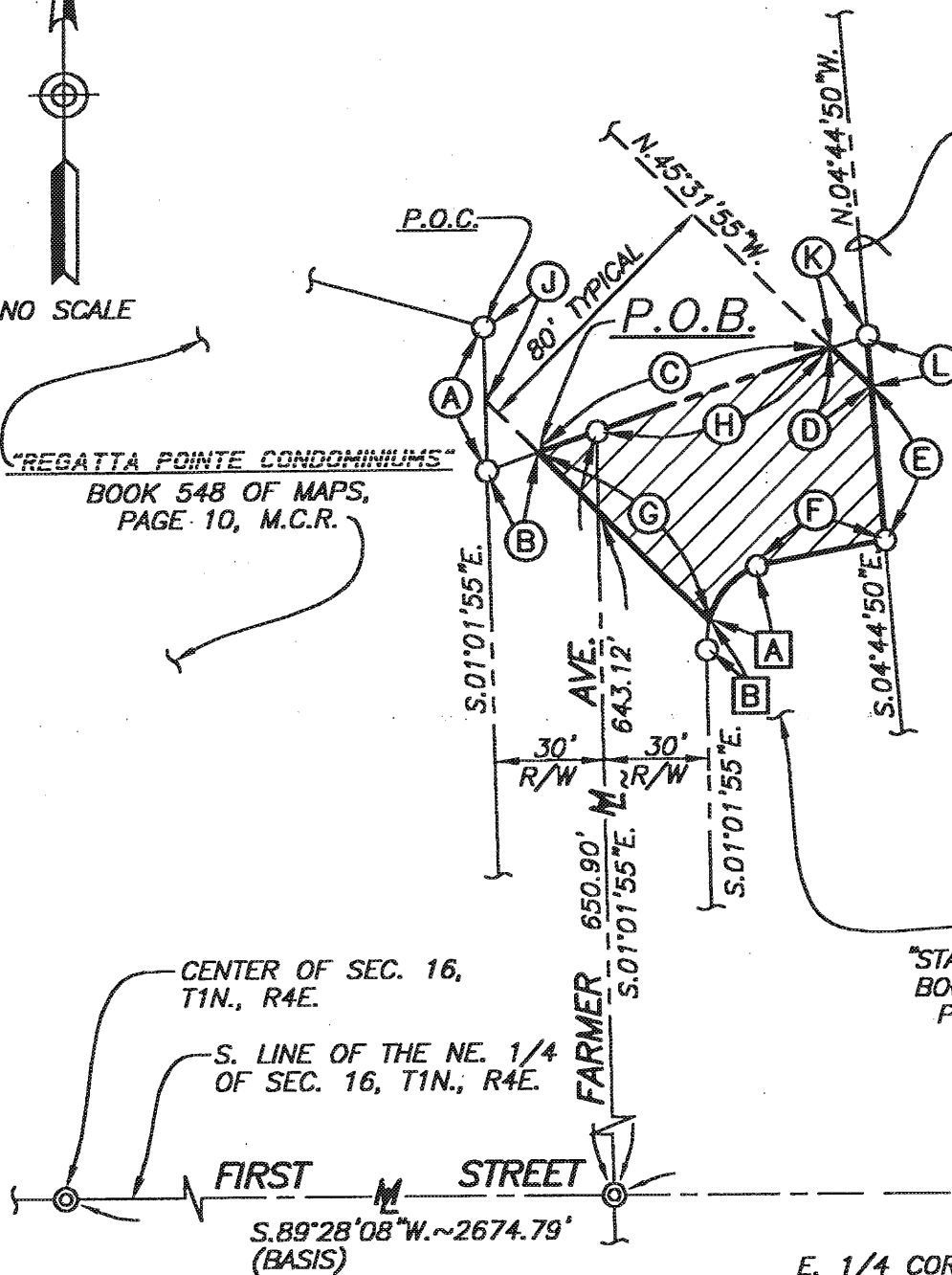
EXHIBIT 13N

NOTE: SEE LINE TABLE
AND CURVE DATA
ON SHEET 4 OF 4



WESTERLY R/W LINE OF
UNION PACIFIC RAILROAD

"REGATTA POINTE CONDOMINIUMS"
BOOK 548 OF MAPS,
PAGE 10, M.C.R.



LOT 1E
"STATE PLAT NO. 12"
BOOK 69 OF MAPS,
PAGE 38, M.C.R.

CENTER OF SEC. 16,
T1N., R4E.

S. LINE OF THE NE. 1/4
OF SEC. 16, T1N., R4E.

FIRST STREET
S. 89°28'08"W. ~2674.79'
(BASIS)

E. 1/4 COR. SEC. 16, T1N., R4E.



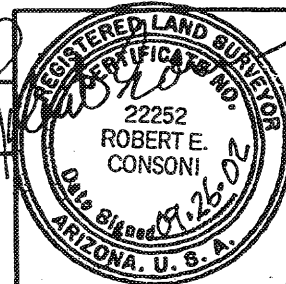
— INDICATES AREA DESCRIBED BY LEGAL DESCRIPTION

SKETCH OF LEGAL DESCRIPTION

GERVASIO & ASSOC. INC.

CONSULTING ENGINEERS
4527 N. 16TH STREET, SUITE 200
PHOENIX, ARIZONA 85016
(602) 285-1720 FAX 285-1530

CITY OF PHOENIX
LICENSE AGREEMENT
WITH CITY OF TEMPE,
AREA "N"



Job No.	1014.2F
Date	9/26/02
By	LAW/GT/REC
Sheet No.	3 OF 4

This drawing is an instrument of service. It is the property of GERVASIO & ASSOCIATES, INC., and may not be reproduced or reproduction hereof used without permission.

EXHIBIT 13N

**NOTE: SEE SKETCH OF
LICENSE AGREEMENT
EASEMENT FOR CITY
OF PHOENIX USE ON
SHEET 3 OF 4**

CURVE DATA

CURVE	DELTA	RADIUS	ARC	CHORD
[A]	49°00'44"	14.44'	12.35'	S.53°52'53"W.~11.98'
[B]	30°25'33"	14.44'	7.67'	S.14°12'45"W.~7.58'

LINE TABLE

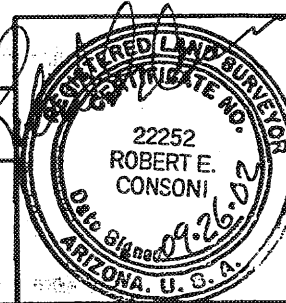
LINE	BEARING	DISTANCE
(A)	S.01°01'55"E.	44.40'
(B)	N.78°24'22"E.	23.95'
(C)	N.78°24'22"E.	96.42'
(D)	S.45°31'55"E.	26.30'
(E)	S.04°44'50"E.	18.85'
(F)	S.78°24'22"W.	67.33'
(G)	N.45°31'55"W.	54.86'
(H)	N.78°24'22"E.	89.85'
(J)	N.01°01'55"W.	16.05'
(K)	N.78°24'22"E.	17.31'
(L)	N.04°44'50"W.	21.98'

SKETCH OF LEGAL DESCRIPTION

GERVASIO & ASSOC. INC.

CONSULTING ENGINEERS
4527 N. 16TH STREET, SUITE 200
PHOENIX, ARIZONA 85016
(602) 285-1720 FAX 285-1530

CITY OF PHOENIX
LICENSE AGREEMENT
WITH CITY OF TEMPE,
AREA "N"



Job No.	1014.2F
Date	9/26/02
By	IAW/GT/REC
Sheet No.	4 OF 4

This drawing is an instrument of service. It is the property of GERVASIO & ASSOCIATES, INC., and may not be reproduced or reproduction hereof used without permission.

EXHIBIT 14

WATERLINE MAINTENANCE EASEMENT AREA
ABANDONMENT WITH CITY OF PHOENIX,
AREA "P"

That portion of the Northeast Quarter of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northerly Northwest corner of "REGATTA POINTE CONDOMINIUMS" a condominium Plat recorded in Book 548 of Maps, page 10, of Official Records of Maricopa County, Arizona; thence South 00 degrees 59 minutes 55 seconds East, along the Boundary Line of said "REGATTA POINTE CONDOMINIUMS", a distance of 35.38 feet to a point on the Northerly line of an existing 25 foot waterline easement recorded in Docket Number 10028, page 1162, and Docket Number 10150, page 963 of Official Records of Maricopa County, Arizona, said point also being the POINT OF BEGINNING;

THENCE South 00 degrees 59 minutes 55 seconds East, leaving the Northerly line of said existing 25 foot wide waterline easement and continuing along the Boundary line of said "REGATTA POINT CONDOMINIUMS", a distance of 6.94 feet to the Southerly Northwest corner of said "REGATTA POINT CONDOMINIUMS";

THENCE South 88 degrees 42 minutes 46 seconds East, continuing along the boundary of said "REGATTA POINTE CONDOMINIUMS", a distance of 138.26 feet;

THENCE South 00 degrees 59 minutes 55 seconds East, continuing along the boundary of said "REGATTA POINTE CONDOMINIUMS", a distance of 13.61 feet to a point on the Southerly line of said existing 25 foot waterline easement;

THENCE South 89 degrees 26 minutes 27 seconds West, leaving the boundary line of said "REGATTA POINTE CONDOMINIUMS" and along the Southerly line of said existing 25 foot wide waterline easement, a distance of 226.53 feet to the beginning of a tangent curve concave Southeasterly, having a radius of 1830.00 feet and a radial bearing of South 00 degrees 33 minutes 32 seconds East;

THENCE Southwesterly, along the Southerly line of said existing 25 foot waterline easement and along the arc of said curve, through a central angle of 04 degrees 01 minutes 52 seconds and an arc distance of 128.75 feet to a point on a non-tangent curve concave Northwesterly, having a radius of 2014.86 feet and a radial bearing of North 16 degrees 40 minutes 49 seconds West;

THENCE Northeasterly, leaving the Southerly line of said existing 25 foot wide waterline easement, along the arc of said curve, through a central angle of 01 degrees 22 minutes 32 seconds and an arc distance of 48.37 feet to a point of tangency;

THENCE North 71 degrees 56 minutes 39 seconds East, a distance of 50.65 feet to a point on a non-tangent curve, concave Southeasterly, having a radius of 1855.00 feet and a radial bearing of South 01 degrees 36 minutes 37 seconds East, said point being on the Northerly line of said existing 25 foot wide waterline easement;

THENCE Northeasterly, along the Northerly line of said existing 25 foot wide waterline easement and along the arc of said curve, through a central angle of 01 degrees 03 minutes 05 seconds and an arc distance of 34.04 feet to a point of tangency;
THENCE North 89 degrees 26 minutes 27 seconds East, along the Northerly line of said existing 25 foot wide waterline easement, a distance of 88.18 feet returning to the POINT OF BEGINNING.

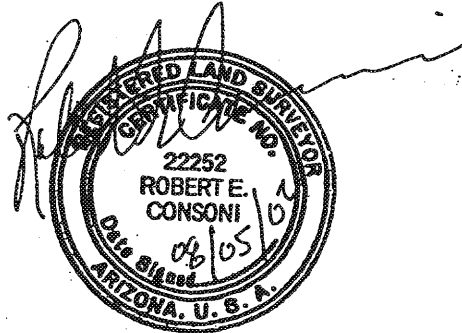
Containing 0.15 acres of 6,370 square feet, more or less.

Subject to existing Rights-of-Way and Easements.

BASIS OF BEARINGS

South 89 degrees 28 minutes 08 seconds West along the South line of the Northeast Quarter of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as shown on Plat of "REGATTA POINTE CONDOMINIUMS", Book 548 of Maps, page 10, Maricopa County Recorder.

Reference is hereby made to the attached Exhibit 14P Drawing.



Sheet 2 of 3

1014.1 F

08/05/02

GT/REC:bls

(Waterline Maint. Esmt. Area Abandonment w/ C.O.P.)

COPY

EXHIBIT 14P

P.O.C. - NORTHERLY NW.
COR. OF "REGATTA POINTE
CONDOMINIUMS" - BOOK 548
OF MAPS, PAGE 10, M.C.R.

$\Delta = 01^{\circ}03'05''$
 $R = 1856.00'$
 $L = 34.04'$
CH. = N.88°54'54"E.~34.04'

$\Delta = 01^{\circ}22'32''$
 $R = 2014.86'$
 $L = 48.37'$
CH. = N.72°37'55"E.~48.37'

N.89°26'27"E.
~88.18'

N.71°56'39"E.

PARKWAY

R/W
65'

40'

N.71°56'39"E.

N.71°09'01"E.

S.00°59'55"E.~35.38'

S.00°59'55"E.~6.94'

SOUTHERLY NW. COR. OF "REGATTA
POINTE CONDOMINIUMS" - BOOK
548 OF MAPS, PAGE 10, M.C.R.

S.88°42'46"E.
~138.26'

S.89°26'27"W.
~226.53'

$\Delta = 04^{\circ}01'52''$
 $R = 1830.00'$
 $L = 128.75'$
CH. = S.87°25'31"W.~128.73'

"REGATTA POINTE
CONDOMINIUMS"
BOOK 548 OF MAPS,
PAGE 10, M.C.R.

S.00°59'55"E.
~536.72'

S.00°59'55"E.~13.61'

EXISTING 25' WIDE WATERLINE
EASEMENT - DOCKET 10150,
PAGE 963, & DOCKET 10028,
PAGE 1162, M.C.R.

CENTER OF SEC. 16,
T1N., R4E.

SW. COR. OF "REGATTA POINTE
CONDOMINIUMS" - BOOK 548
OF MAPS, PAGE 10, M.C.R.

S. LINE OF THE NE. 1/4
OF SEC. 16, T1N., R4E.

FIRST

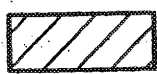
2057.56'

STREET

S.89°28'08"W.~2674.79'
(BASIS)

E. 1/4 COR. SEC. 16, T1N., R4E.

R/W
40'

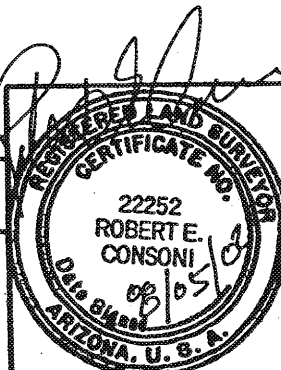


- INDICATES AREA DESCRIBED BY LEGAL DESCRIPTION

SKETCH OF LEGAL DESCRIPTION

GERVASIO & ASSOC. INC.
CONSULTING ENGINEERS
4527 N. 16TH STREET, SUITE 200
PHOENIX, ARIZONA 85016
(602) 285-1720 FAX 285-1530

WATERLINE MAINTENANCE
EASEMENT AREA
ABANDONMENT WITH CITY
OF PHOENIX, AREA "P"



Job No.	1014.1F
Date	08/05/02
By	ERE/GT/REC
Sheet No.	3 OF 3

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EXHIBIT 15

PARCEL DESCRIPTION
WATERLINE MAINTENANCE EASEMENT AREA
ABANDONMENT WITH CITY OF PHOENIX,
AREA "Q"

That portion of the Northeast Quarter of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of "REGATTA POINTE CONDOMINIUMS", a condominium Plat recorded in Book 548 of Maps, page 10, of Official Records of Maricopa County, Arizona; thence South 01 degrees 01 minutes 55 seconds East, along the Easterly line of said "REGATTA POINTE CONDOMINIUMS" and the Westerly Right-of-Way Line of Farmer Avenue, a distance of 87.53 feet to a point on the Northerly line of an existing 25 foot wide waterline easement recorded in Docket Number 10028, page 1162, and Docket Number 10150, page 963, of Official Records of Maricopa County, Arizona, said point also being the POINT OF BEGINNING;

THENCE North 89 degrees 26 minutes 27 seconds East, leaving the Easterly line of said "REGATTA POINTE CONDOMINIUMS" and along the Northerly line of said existing 25 foot wide waterline easement, a distance of 60.00 feet to a point on the Westerly line of Lot 1E and the Easterly Right-of-Way Line of Farmer Avenue as shown on "STATE PLAT NO. 12", a subdivision Plat recorded in Book 69 of Maps, page 38, of Official Records of Maricopa County, Arizona;

THENCE South 01 degrees 01 minutes 55 seconds East, leaving the Northerly line of said existing 25 foot waterline easement and along the Westerly line of said Lot 1E and the Easterly Right-of-Way Line of said Farmer Avenue, a distance of 25.00 feet to a point on the Southerly line of said existing 25 foot wide waterline easement;

THENCE South 89 degrees 26 minutes 27 seconds West, leaving the Westerly line of said Lot 1E on the Easterly Right-of-Way Line of said Farmer Avenue, along the Southerly line of said existing 25 foot wide waterline easement, a distance of 60.00 feet to a point on said Easterly line of "REGATTA POINTE CONDOMINIUMS" and the Westerly Right-of-Way line of said Farmer Avenue;

THENCE North 01 degrees 01 minutes 55 seconds West, leaving the Southerly line of said existing 25 foot wide waterline easement, and along said Easterly line of "REGATTA POINTE CONDOMINIUMS" and the Westerly Right-of-Way Line of said Farmer Avenue, a distance of 25.00 feet returning to the Northerly line of said existing 25 foot waterline easement and the POINT OF BEGINNING.

Containing 0.03 acres or 1,500 square feet, more or less.

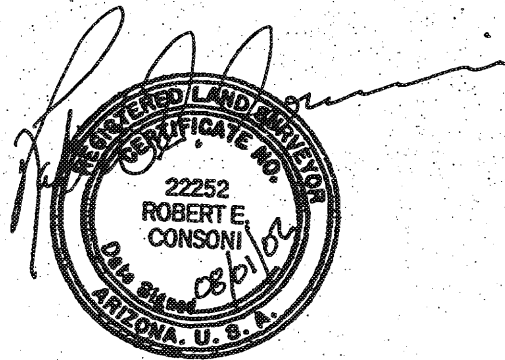
Subject to existing Rights-of-Way and Easements.

BASIS OF BEARINGS

South 89 degrees 28 minutes 08 seconds West along the South line of the Northeast Quarter of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as shown on Plat of "REGATTA POINTE CONDOMINIUMS", Book 548 of Maps, page 10, Maricopa County Recorder.

Reference is hereby made to the attached Exhibit 15Q Drawing.

Sheet 2 of 3



1014.1 F

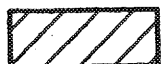
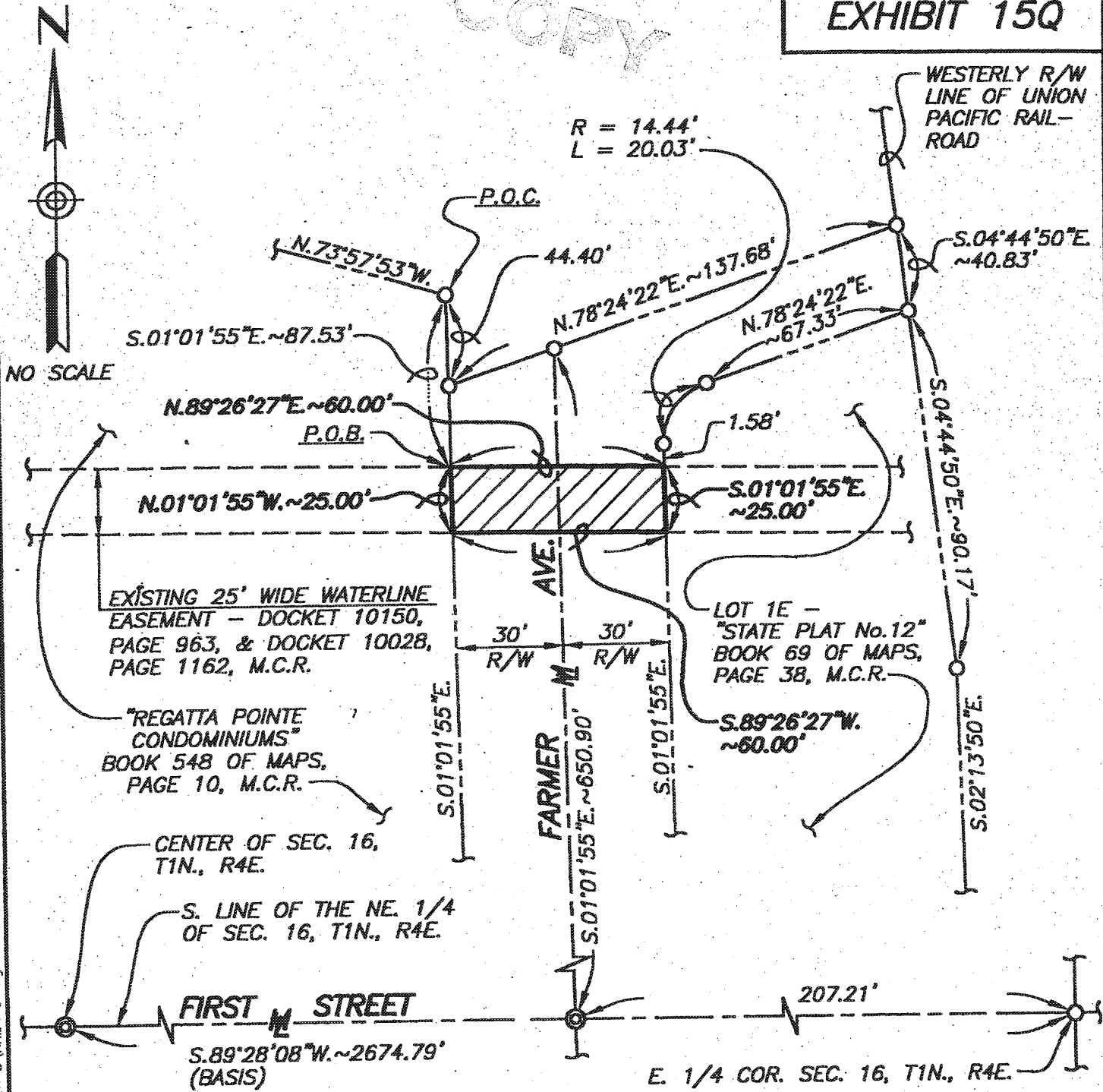
08/01/02

GT/REC:bls

(Waterline Maintenance Esmt. Area Abandonment w/ C.O.P.)

EXHIBIT 15Q

COPY



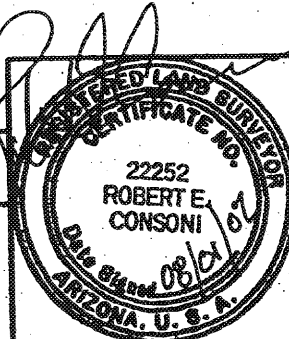
- INDICATES AREA DESCRIBED BY LEGAL DESCRIPTION

SKETCH OF LEGAL DESCRIPTION

GERVASIO & ASSOC. INC.

CONSULTING ENGINEERS
4527 N. 16TH STREET, SUITE 200
PHOENIX, ARIZONA 85016
(602) 285-1720 FAX 285-1530

WATERLINE MAINTENANCE
EASEMENT AREA
ABANDONMENT WITH CITY
OF PHOENIX, AREA "Q"



Job No.	1014.1F
Date	08/01/02
By	ERE/GT/REC
Sheet No.	3 OF 3

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File Location: S:\Civil\10142\Sketch\AREA Q\AREA Q.dwg

EXHIBIT 16

COPY

PARCEL DESCRIPTION
WATERLINE MAINTENANCE EASEMENT AREA
ABANDONMENT WITH CITY OF PHOENIX,
AREA "R"

That portion of the Northeast Quarter of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of "REGATTA POINTE CONDOMINIUMS", a condominium Plat recorded in Book 548 of Maps, page 10, of Official Records of Maricopa County, Arizona; thence South 01 degrees 01 minutes 55 seconds East, along the Easterly line of said "REGATTA POINTE CONDOMINIUMS" and the Westerly Right-of-Way Line of Farmer Avenue, a distance of 87.53 feet to a point on the Northerly line of an existing 25 foot wide waterline easement recorded in Docket Number 10028, page 1162, and Docket Number 10150, page 963, of Official Records of Maricopa County, Arizona; thence North 89 degrees 26 minutes 27 seconds East, leaving the Easterly line of said "REGATTA POINTE CONDOMINIUMS" and along the Northerly line of said existing 25 foot wide waterline easement, a distance of 60.00 feet to a point on the Easterly Right-of-Way Line of Farmer Avenue as shown on "STATE PLAT NO. 12", a subdivision Plat recorded in Book 69 of Maps, page 38, of Official Records of Maricopa County, Arizona, said point also being the POINT OF BEGINNING;

THENCE	continuing North 89 degrees 26 minutes 27 seconds East, along the Northerly line of said existing 25 foot wide waterline easement, a distance 10.82 feet;
THENCE	South 45 degrees 31 minutes 55 seconds East, leaving the Northerly line of said existing 25 foot waterline easement, a distance of 35.59 feet to a point on the Southerly line of said existing 25 foot wide waterline easement;
THENCE	South 89 degrees 26 minutes 27 seconds West, along the Southerly line of said existing 25 foot wide waterline easement, a distance of 35.34 feet to a point on said Easterly Easterly Right-of-Way line of said Farmer Avenue;
THENCE	North 01 degrees 01 minutes 55 seconds West, along said Easterly Right-of-Way Line of said Farmer Avenue, a distance of 25.00 feet returning to the Northerly line of said existing 25 foot waterline easement and the POINT OF BEGINNING.

Containing 0.01 acres or 580 square feet, more or less.

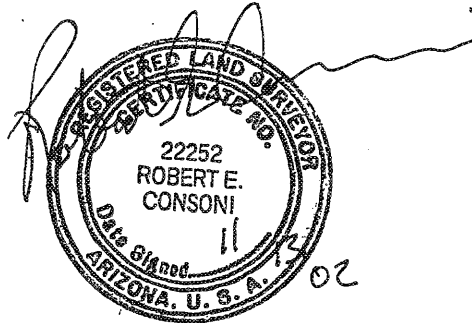
Subject to existing Rights-of-Way and Easements.

COPY

BASIS OF BEARINGS

South 89 degrees 28 minutes 08 seconds West along the South line of the Northeast Quarter of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as shown on Plat of "REGATTA POINTE CONDOMINIUMS", Book 548 of Maps, page 10, Maricopa County Recorder.

Reference is hereby made to the attached Exhibit 16R Drawing.

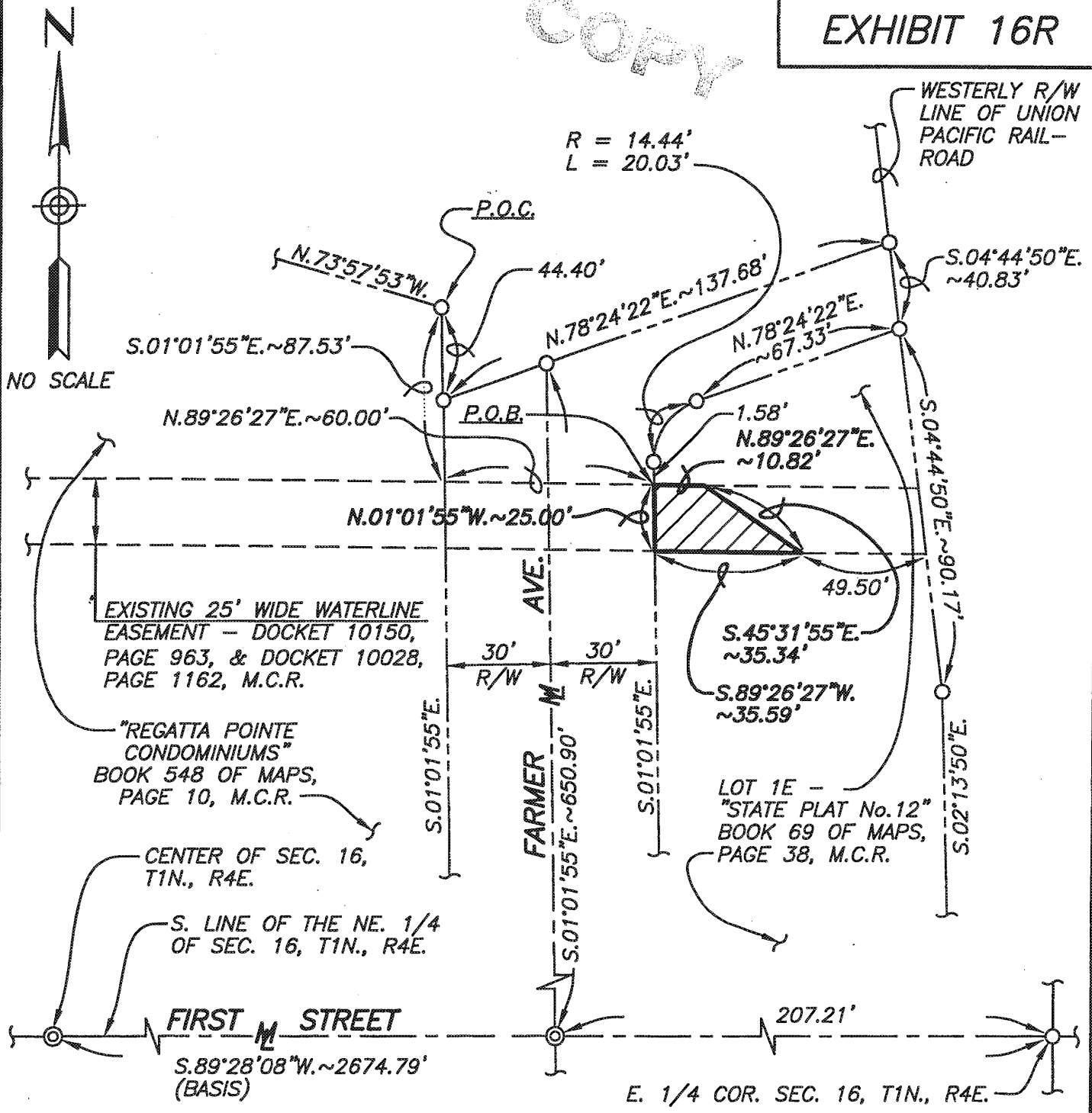


Sheet 2 of 3

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11/13/02
GT/REC:bls

(Waterline Maintenance Esmt. Area Abandonment w/ C.O.P.)

EXHIBIT 16R

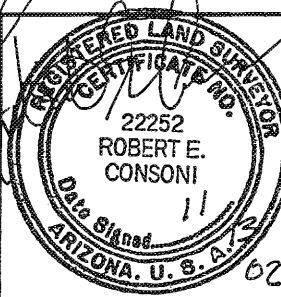


 - INDICATES AREA DESCRIBED BY LEGAL DESCRIPTION

SKETCH OF LEGAL DESCRIPTION

GERVASIO & ASSOC. INC.
 CONSULTING ENGINEERS
 4527 N. 16TH STREET, SUITE 200
 PHOENIX, ARIZONA 85016
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WATERLINE MAINTENANCE
 EASEMENT AREA
 ABANDONMENT WITH CITY
 OF PHOENIX, AREA "R"



Job No.	1014.1F
Date	11/13/02
By	ERE/GT/REC
Sheet No.	3 OF 3

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File Location: S:\Civil\10142\Sketch\AREA Q\AREA Q.dwg